



CONTRACT DATA SHEET

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

TITLE: TRAFFIC SIGNAL DETECTION LOOP WIRE,
INSTALLATION AND SEALING

CONTRACT #: 0522-24 (7700000263)

CONTRACT DATES: 07/01/2024 – 06/30/2025

BUYER: Sean Wilcox
PHONE: 585/753-1136
EMAIL: swilcox@monroecounty.gov

VENDOR(S): Power & Construction Group, Inc.
96 West River Road
PO Box 30
Scottsville, NY 14546

Sean Wilcox
Buyer

XC: BP FILE
VENDOR

TERMS AND CONDITIONS

BID ITEM: TRAFFIC SIGNAL DETECTION LOOP WIRE, INSTALLATION AND SEALING

FOR: Department of Transportation

PURCHASING 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.

Sean Wilcox
Monroe County Division of Purchasing
39 West Main Street, Room 200
Rochester, NY 14614
Email: swilcox@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than noon (Eastern Standard Time) on **Wednesday, June 11, 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 **Thursday, June 12, 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 covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits** coverage or proof that they are exempt if awarded the contract. (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.

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#2024006264 developed for this project.**

QUANTITIES:

The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

**METHOD OF
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 **June 30, 2025**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

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

CERTIFIED PAYROLL RECORDS:

Contractors are required to deliver subscribed and sworn payroll transcripts to the County of Monroe within one (1) week after issuance of the first payroll and every one (1) week thereafter. The transcript shall be accompanied by a statement under penalty of perjury signed by the Contractor indicating that the payrolls are accurate and complete, that the wage rates contained therein are not less than those determined by the New York State Department of Labor, and that the classifications set forth for each job classification, including apprentices and trainees, conform with the work performed. In federally aided projects the higher of the federal or New York State Wage Rates shall apply.

MINIMUM ORDER:

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

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency 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 (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

**UNCONTEMPLATED
PURCHASES:**

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

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) set forth in a Bidder's MBE/WBE/SDVOB Utilization Plan submitted pursuant to the Minority and Women 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.

**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.

**REPORT OF
PURCHASE:**

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

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor may, but is not required to, extend the prices, terms and conditions of this contract to any 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.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

MINORITY AND WOMEN'S 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 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 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-MWBE

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

M/WBE 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 M/WBE obtains equipment from any of those sources, the County of Monroe shall receive from the M/WBE 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 by 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 attainment 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 SDVOB 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 NYS or 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 SDVOB 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. SDVOB Utilization 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.

BP#0522-24
TRAFFIC SIGNAL DETECTION LOOP WIRE,
INSTALLATION AND SEALING
SPECIFICATIONS

ITEM 680.71

SHIELDED LEAD-IN CABLE

DESCRIPTION

The provisions of NYSDOT Standard Specifications, Item 680.71 Shielded lead-in cable, latest revision, shall apply with the following modification:

MATERIALS

Shielded & Twisted Pair 14 AWG

METHOD OF MEASUREMENT

The lead-in loop cable measured for payment shall be the actual number of linear feet of wire used and left in place.

BASIS OF PAYMENT

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
680.71	Shielded Lead-In Cable	LF

ITEM 680.72**INDUCTANCE LOOP WIRE****DESCRIPTION**

The provisions of NYSDOT Standard Specifications, Item 680.72 Inductance Loop Wire, latest revision, shall apply with the following modification:

MATERIALS

1 Conductor, PVC/Nylon with tube jacket 14 AWG

METHOD OF MEASUREMENT

The inductance loop wire measured for payment shall be the actual number of linear feet of wire used and left in place.

BASIS OF PAYMENT

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
680.72	Inductance loop Wire Encased	LF

DESCRIPTION

Under this item the Contractor shall install inductance loops at the locations indicated on the plans and in accordance with the requirements of these specifications for saw cutting, sealing, lead-in conduit and conduit excavation.

MATERIALS

Loop embedding: Sealant shall be DURANT STAT-A-FLEX. The sealer shall meet the requirements of NYSDOT Standard Specifications, Section 702-05 asphalt filler for joints and cracks, latest revision, and Applicable Addendums. Conduit and hold-down materials shall be as shown in Monroe County DOT Standard details or as shown on the plans.

CONSTRUCTION DETAILS

Inductance loops shall be installed in accordance with the Monroe County DOT Standard details or as shown on the plans.

GENERAL

This paragraph describes the work required for satisfactory completion of individual pavement loop detector installations. Upon completion of the work, each detection loop shall have been embedded in the roadway and each loop lead-in shall have been routed to the intersection cabinet location, connected to the appropriate terminal strip at the controller cabinet, and in all aspects be completely ready for connection to and operation with a detector amplifier unit. Detector installation tests shall be conducted with the detector terminated in the actual controller cabinet; however, temporary protective enclosures shall be acceptable with the approval of Monroe County in the case of cabinet delivery delays.

The component elements to be completed as part of each detector installation are described below.

INSTALLATION REQUIREMENTS

The CONTRACTOR shall, with the approval of Monroe County, locate each loop and all conduit and pull boxes in accordance with the plans and carry out all excavation, saw cutting, drilling, laying of wire, entry into existing conduits and new conduit placement as required for each detector installation.

The loop wire shall be installed in the sawcut slots and run through a conduit stub at the curbside to the pullbox. The loop wire shall be butt spliced to the shielded lead-in cable and encased in a RAYCHEM GEL IN-LINE SPLICE KIT elevated on the wire hanger in the pullbox, the shielded lead-in cable pulled through conduit as shown on the plans and terminated at the intersection cabinet location. The sawcut slots shall be sealed as specified with an approved material as stated above.

The detector installation must satisfy the requirements of the approved acceptance test described below, and the requirements of the special notes.

ITEM 680.54**INDUCTANCE LOOP INSTALLATION AND SEALING****TEST REQUIREMENTS**

The Contractor shall prepare vehicle detector acceptance test procedures and data forms for approval by the Monroe County.

The Contractor shall conduct the approved vehicle detector acceptance test at each detector installation prior to acceptance of each installation by Monroe County. The acceptance test shall, as a minimum, include meager checks to ground, and inductance measurement and a demonstration of proper detection of vehicle presence using a representative detector amplifier. All rate measurements shall be made at the termination point at the intersection cabinet location. Data forms approved by Monroe County shall be completed and turned over to Monroe County as the basis of acceptance.

At least 72 hours' notice shall be provided prior to all tests to permit Monroe County or a representative to observe each test.

METHOD OF MEASUREMENT

Inductance Loop Installation will be measured for payment as the number of linear feet actually installed in accordance with the Contract Documents or as directed by Monroe County. Measurement will be made beginning at the inside wall of the pullbox. In the case of multiple loops at a single location, each loop will be measured separately along its respective full-depth saw cut beginning at the pavement cut-out, and the conduit between the pullbox and the cut-out will be measured once along the center of the conduit. The 1" conduit which runs from the curb to the pull box is included in this item, unless the distance is greater than ten (10) feet, when the conduit will be bid as a separate item.

BASIS OF PAYMENT

The unit price bid per linear feet shall include the cost of pavement sawing, hold-down material, tar sealer, pavement cut-outs, conduit from pavement edge to pullbox, conduit excavation, and the furnishing of all labor, materials, tools, equipment, safety requirements and incidentals as necessary to complete the work. Inductance loop wire, pullboxes, shielded lead-in cable and loop detector modules will be paid for under their respective items.

WARRANTY

The Contractor shall be responsible for any loop failures for a period of three years from the date of installation.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
680.54	Inductance Loop Installation And Sealing	L.F.

BP#0522-24
TRAFFIC SIGNAL DETECTION LOOP INSTALLATION
UNIT PRICE SHEET
(as of 7/1/2024)

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u> <u>Per LF</u>
680.71	SHIELDED LEAD-IN CABLE	<u>\$ 3.00</u>
680.72	INDUCTANCE LOOP WIRE ENCASED	<u>\$ 0.95</u>
680.54	LOOP INSTALLATION AND SEALING	<u>\$ 13.15</u>

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

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

If on a cumulative basis the Contractor expends Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

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

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

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.