



CONTRACT DATA SHEET

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

TITLE: CONFLICT MONITORS

CONTRACT #: 0510-15 (4700007232)

CONTRACT DATES: 06/9/15 – 06/30/18

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): TRAFFIC SYSTEMS, INC.
224 N. FEHR WAY
BAY SHORE, NY 11706

PH: 631-242-4292
FAX: 631-242-4296

TERMS AND CONDITIONS

BID ITEM: CONFLICT MONITOR UNITS & MALFUNCTION MANAGEMENT UNITS

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.

Sharon Berndt
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: sberndt@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 **Thursday, May 21, 2015**.

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 **Wednesday, May 27, 2015**.

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.

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES:

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

BRAND REFERENCE:

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

QUALIFIED BIDDER:

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

METHOD OF 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, 2016**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES:

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

MINIMUM ORDER:

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

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 **forty eight (48) hours** 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 Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS:

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

**REPORT OF
PURCHASE:**

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

OTHER AGENCIES:

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

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

**FEDERAL
REQUIREMENTS:**

This is a Federal aided contract subject to the approval of the NYS DOT. The special attention of the bidder is directed to the General Note on Page 6 of this package. Whenever local contract requirements differ from Federal Requirements, the Federal Requirements will prevail.

GENERAL NOTE

In general, the New York State Department of Transportation Standard Specifications, latest revision, and all addenda in effect on the date of advertising for bids, shall apply, except where modified in these specifications. Where reference is made to New York State, State Department of Transportation, Commissioner, etc., the appropriate Monroe County department or official shall be substituted.

The provisions of Sections 200, 300, 400, 500, 550 and 600 shall apply except for the non-standard items noted in the Technical Specifications. Materials details as stipulated in Section 700 shall apply as modified in the plans and specifications. Additionally, the information contained in "Appendix 12" in the section entitled "Requirements for Locally Administered Federal Aid Projects" in this specification book shall apply.

The Director of the Monroe County Department of Transportation shall make the final interpretations of any irregularities, ambiguities or questions arising out of these Specifications and the New York State Department of Transportation Specifications used on this project.

The special attention of bidder is directed to the following forms, which must be completed and submitted with the proposal:

- This General Notes Page with Addenda Acknowledgment as appropriate
- Debarment Certification
- Disclosure of Lobbying Activities
- Non-Collusive Bidding Certifications

ADDENDA ACKNOWLEDGEMENT:

The bidder shall date and initial each addendum issued in the lines provided below, indicating he/she acknowledges receipt of the Addenda, but he agrees that he is bound by all Addenda whether or not listed herein:

ADDENDA NUMBERS AND DATES

Number 1 – dated _____

Number 2 – dated _____

Number 3 – dated _____

Number 4 – dated _____

BIDDERS SHOULD CONTACT THE MONROE COUNTY PURCHASING OFFICE, (585) 753-1100, TO VERIFY THEY HAVE ALL ADDENDA.

686.803400P CONFLICT MONITOR SIX (6) CHANNEL SHELF MOUNTED

DESCRIPTION

The bidder shall furnish six (6) channel shelf mounted conflict monitors. All conflict monitors supplied will minimally meet all of the specifications as outlined in "NEMA STANDARDS PUBLICATION NO. TS 1-1989.

MATERIALS

FUNCTIONAL REQUIREMENTS

PROGRAM JUMPER CARD - A program jumper card will be provided with every conflict monitor.

TEST RESULTS OF INDIVIDUAL TESTS - Test results of the conflict monitor units individual tests will be supplied for each unit showing compliance to the NEMA Standards.

TESTING - All NEMA specified functions must be able to be verified with our ATSI PCMT-2600 conflict monitor testers (which we have certified annually by ATSI). If any function does not pass it will be the bidder's responsibility to prove to Monroe County that their unit is within NEMA specifications and tolerances.

DISPLAY - Displays will be able to show all of the inputs to all of the channels at the time of failure, and the type of failure detected.

ENHANCED "NEMA PLUS" FUNCTIONS - Monitors containing NEMA PLUS functions will be allowed, providing that the enabling of these functions does not interfere with the monitoring functions that are specified in the NEMA TS 1-1989 Specification.

SOFTWARE UPGRADES - The bidder will be responsible for notifying the County of Monroe of all applicable software or firmware upgrades available for the units provided, and any firmware upgrade that is critical to the units proper operation will be provided to us for our technicians to install the upgrade, or the units will be returned for manufacturer upgrade at the vendors / manufacturers expense. The County of Monroe respects the Equipment manufacturers' right to safeguard their software and hardware development investment, and agrees not to share software or other provided materials with any other company or agency, without prior consent.

DOCUMENTATION – One set of operating instructions will be provided with each monitor, and one set of schematics and parts lists will be provided with each shipment that matches the revision level of the CMU units provided on that shipment.

WARRANTY

Manufacturers standard warranty will apply to all units provided.

BASIS OF PAYMENT

Payment for each conflict monitor unit will be made for the measured quantity at the contract price for each. The unit price shall be full compensation for furnishing, transporting, labor, tools, materials, equipment and incidentals necessary (including manuals as specified in "County of Monroe's Specifications-Electronic Equipment").

686.803400P MALFUNCTION MANAGEMENT UNIT (MMU) SIXTEEN (16) CHANNEL SHELF MOUNTED

DESCRIPTION

The bidder shall furnish sixteen (16) channel shelf mounted Malfunction Management Units (referred to as MMUs). All MMU's supplied will minimally meet all of the specifications as outlined in "NEMA STANDARDS PUBLICATION NO. TS 2-2003 (or latest revision), and will be downward compatible with existing NEMA TS1-1989 Twelve (12) Channel Traffic Cabinet Assemblies.

MATERIALS

FUNCTIONAL REQUIREMENTS

STANDARDIZED COMMUNICATIONS- The MMU will be capable of standardized communications with the NEMA TS2 compatible Traffic signal controller using SDLC communications as specified in NEMA TS2-2003.

SERIAL COMMUNICATIONS AND SOFTWARE – The Monitor will have an EIA-232 port for the download of Configuration information and event logs to a laptop PC. Required Software for this function with Licensing for up to 10 PCs running Windows XP or later will be provided with the initial order. Available Software upgrades will be provided upon request for the term of this contract.

PROGRAM JUMPER CARD – A blank program jumper card will be provided in every MMU.

TS-1 Type 12 with SDLC Mode – The MMU must be able to be configured to operate with SDLC functionality enabled in a TS-1 twelve channel cabinet with no cabinet wiring changes.

TEST RESULTS OF INDIVIDUAL TESTS – Each MMU shipped shall be subjected to individual testing by the manufacturer. The individual tests specified here are a minimum requirement (a manufacturer should not lower his normal testing standards to meet this minimum). A test report detailing the status of individual tests performed shall accompany each MMU. As a minimum, each equipment item accepted shall have passed the following:

- a. Visual Examination of Product
 - b. Operational Testing to NEMA TS-1 and TS-2 Standards
 - c. MMU Firmware is the latest released version available
- A sample test report will be provided to Monroe County for approval prior to contract award.*

DISPLAY - Displays will be LEDs in Red, Yellow, and Green, that will continuously show full RYG(W) intersection status.

TESTING - Prior to awarding this contract Monroe County Department of Transportation reserves the right to request a sample / demonstration unit for evaluation and testing in our traffic signal cabinets. All NEMA specified functions must be able to be verified with our ATSI PCMT-2600 conflict monitor testers (which we have certified annually by ATSI). If any function does not pass it will be the bidder's responsibility to prove to

Monroe County that their unit is operates within NEMA specifications and tolerances.

DOCUMENTATION – A current set of schematics and parts list will be provided with Each MMU shipment. Each MMU will be provided with an operations manual. The Manual will contain the following

- a) General item Description
- b) General Specifications
- c) General Characteristics
- d) Installation and programming instructions

Monroe County DOT agrees that all information provided is for the sole use of Monroe County. This information will be used for set up, programming, repair, and maintenance of County owned and purchased items only, and will not be shared with other entities outside of Monroe County without prior written consent from the equipment manufacturer.

WARRANTY

Manufacturers standard warranty will apply to all units provided.

BASIS OF PAYMENT

Payment for each conflict monitor unit will be made for the measured quantity at the contract price for each. The unit price shall be full compensation for furnishing, transporting, labor, tools, materials, equipment and incidentals necessary (including manuals as specified in "County of Monroe's Specifications-Electronic Equipment").

SPECIAL REQUIREMENTS
SECTION 6- COUNTY OF MONROE SPECIFICATIONS-ELECTRONIC EQUIPMENT

6.0 **INTRODUCTION**

The equipment specifications included in Section 6 are intended to supplement those provided in the New York State Standard Specifications for Construction and Materials. Should conflicts exist, then the provisions of these specifications shall take precedence. Should the detailed specifications herein conflict with the general specification (paragraph 6.1), then the provisions of the detailed specifications shall take precedence.

All work completed under this project is to be in full conformance with the current NEMA Standard Specifications unless amended by these specifications.

All equipment supplied under this project shall require provision of manufacturer's certification that the product conforms to these specifications or is of equivalent quality as approved by Monroe County, in addition to the other acceptance requirements described herein.

6.0.1 **GUARANTEE**

All standard manufacturers' warranties will apply to equipment provided.

6.0.2 **REPAIR UNDER GUARANTEE**

A printed circuit board may be factory repaired not more than three (3) times during the guarantee period. A fourth failure shall result in replacement of the printed wiring board with a new one whose guarantee period shall be equivalent to the remainder of the guarantee period of the original board. Turn-around time on repairs should not exceed more than 30 days from the time the unit is received from the County of Monroe, by the unit manufacturer or his appointed repair facility.

Any printed circuit board whose lands, pads, or through-hole plating becomes damaged during factory repair shall be replaced with a new board. The guarantee period on the new board shall be equivalent to the remainder of the guarantee of the original board.

Factory repairs shall be described and reported in detail.

Agency performance records of equipment shall be accepted for determinations involving questions concerning but not limited to the number of factory repairs rendered to a given unit.

6.0.3 **MANUALS**

Each unit item supplied shall be accompanied by one (1) set of manuals of operation and maintenance, until a total of ten (10) sets of manuals are received. Each shall contain the following:
Operation and Maintenance Manual(s)

- a) General Description
- b) General Specification
- c) General Characteristics
- d) Installation
- e) Adjustments
- f) Theory of operation
 - (1) Functional description (include block diagram).

- (2) Detailed circuit description.
- g) Maintenance
 - (1) Preventive Maintenance.
 - (2) Field Trouble Analysis.
 - (3) Bench Trouble Analysis, and diagnostics.
 - (4) Troubleshooting Analysis Chart.
 - (5) Voltage measurements and waveforms.
 - (6) Alignment or adjustment procedures.
- h) Parts list (to include circuit and board designations, component manufacturer and manufacturers part numbers, and the manufacturer and part number of any known authorized substitutions for the original part).
- i) Electrical Interconnection Drawing.
- j) Complete schematic drawings and circuit board layout drawings (showing locations and identification of each component). Drawings should be legible and clear.
- k) Manual Updates: copies of updates and revisions to the relevant manuals shall be provided as they become available.

6.1 GENERAL EQUIPMENT SPECIFICATIONS

All electronic equipment provided for field installation shall comply with NEMA environmental standards as set forth in "NEMA Standards Publication No. TS 2-1992 (or latest revision) for Traffic Controller Assemblies, Section 2".

The following defines the general requirements that shall apply to all equipment unless the requirement is specifically deleted or amended in the section defining the specific requirements for a particular type of equipment. In cases where design tests are specified herein, if the tests were performed prior to submission of the bid to Monroe County documentation shall be provided indicating that such tests have been satisfactorily completed. In this case additional factory acceptance tests may or may not be required at the discretion of the County of Monroe.

6.1.1 DEFINITION OF SPECIAL TERMS

Procuring Agency: The term "procuring agency" is used in this Specification to mean the maintaining agency or its authorized representative.

Contractor: The term "Contractor" is used to mean the party that is responsible for furnishing the various items of equipment.

6.1.2 PARTS AND MATERIALS

In the selection of parts and materials, fulfillment of the requirements of this specification shall be of prime consideration. The equipment design shall utilize the latest available techniques, minimum number of different parts, sub-assemblies, circuits, cards, and/or modules, to maximize equipment reliability.

6.1.2.1 ELECTRONIC COMPONENTS

Top quality high-reliability industrial components shall be used.

No component shall be of such design, fabrication, nomenclature or other identification as to preclude the purchase of said components from any wholesale electronics distributor or from the component manufacturer.

When integrated circuits are provided of such special design that they preclude the purchase of identical components from any wholesale electronics distributor or component manufacturer, the equipment manufacturer will agree to provide these parts as requisitioned by the procuring agency in the quantities specified, for a period of 5 years from time of purchase.

All circuits shall be designed for reliability and maximum performance. Components shall be arranged so they are easily accessible for testing and maintenance.

All components, such as resistors, capacitors, diodes, transistors and integrated circuits, shall be individually replaceable, and should be clearly marked with manufacturer part numbers, or appropriate color codes for easy identification. Standard markings shall be used to identify component polarity, pin numbering, transistor emitter / collector identified, etc.

The electronic circuitry shall be designed to ensure a reserve in the adjustment range from normal adjustment settings of all variable components. The range of adjustment shall be of sufficient magnitude to compensate for changes which may occur due to changes in part values during the normal or specified life of the device. The range of adjustment shall also be capable of compensating for variations resulting from replacement with parts within the specified tolerances.

6.1.2.1 PRINTED CIRCUIT BOARDS

The printed circuit board assembly shall be coated with a protective coating to combat mildew, moisture, and fungus. Holes which carry electrical connections from one side of the board to the other shall be completely plated through.

Operating circuit components mounted on circuit boards shall be identified by characters which shall be legible and permanently printed on the circuit boards, or a clear legible drawing showing component layout and identification must be provided. The identifying characters shall be referenced to their respective components in the schematic diagram and in the parts list.

6.1.2.2 MECHANICAL COMPONENTS

6.1.2.2.1 MATERIAL

All parts shall be made of corrosion-resistant material, such as plastic, stainless steel, aluminum or brass, or shall be treated with a corrosion-resistant substance such as cadmium plating or galvanizing.

All materials used in construction shall be resistant to fungus growth and moisture deterioration.

Dissimilar metals apt to corrode through electrolysis under the environmental operating conditions specified shall be separated by an inert material.

6.1.3 ELECTRICAL CHARACTERISTICS

6.1.3.1 DESIGN LIFE

All components in their normal circuit application shall be designed to operate continuously for at least 15 years unless otherwise specified in the Specific Requirements section for each piece of equipment.

6.1.3.1.2 WIRE SIZE

All wiring shall be of such size to satisfy good engineering practices and meet the requirements of the National Electric Code.

6.1.3.1.11 FAIL SAFE

The equipment shall be designed such that the failure of one unit does not cause the failure of any other.

6.1.3.2.2 KEYING

Modules of unlike function shall be mechanically keyed to prevent insertion into the wrong socket or connector.

6.1.3.2.3 IDENTIFICATION

All modules and assemblies shall be clearly identified with name, model number, serial number and any other pertinent information required to facilitate equipment maintenance.

6.1.3.2.4 MAINTENANCE PROVISIONS

All equipment shall be designed for ease of maintenance. All component parts shall be readily accessible for inspection and maintenance. The only tools required for maintenance by personnel shall be simple hand held tools.

Equipment shall be designed for easy field maintenance (isolation of malfunctions to particular unit or assemblies) by personnel working under difficult conditions.

Test points shall be provided for checking essential voltages and waveforms, for injecting signals. The equipment shall be designed so that it can be easily installed and maintained. Accessibility and serviceability features which will lead to simplified maintenance shall be a prime consideration.

6.1.5 QUALITY ASSURANCE PROVISIONS

In cases where "Design Approval Tests" (section 6.1.5.3) are specified herein, documentation shall be provided with the bid proposal that such tests have been satisfactorily completed. Additionally "Factory Acceptance Tests" (section 6.1.5.1) may be required at the discretion of the County of Monroe. The contractor shall be responsible for arranging that the equipment covered by this specification shall be subjected to "Factory Acceptance Tests" as required by the County of Monroe, at the equipment manufacturer's facility. The County of Monroe reserves the right to have its representatives tour the

manufacturing facility and witness all factory acceptance tests. The results of each test shall be compared with the requirements specified herein. Failure to conform to requirements for any test shall be counted as a defect, and the equipment shall be subject to rejection by the County of Monroe. Rejected equipment may be offered again for retest provided all non-compliances have been corrected and retested by the contractor. Final inspection and acceptance of equipment shall be made after delivery at destination specified unless otherwise stated. Additional testing may be required in the individual specifications for each type of component.

Individual tests as specified in section 6.1.5.2 shall be run at the manufacturer's facility on every component shipped.

6.1.5.1 FACTORY ACCEPTANCE TESTS

The contractor shall be responsible for the implementation of any factory acceptance tests required by Monroe County at the manufacturer's facility. The County of Monroe shall be advised a minimum of ten (10) calendar days before the start of tests. The County of Monroe reserves the right to witness all factory acceptance tests, and to tour the manufacturing facility. The contractor shall furnish test reports, as required, showing quantitative results for all tests. The reports shall be signed by an authorized representative of the equipment manufacturer. Factory acceptance tests may consist of any or all of the specified design approval tests (see section 6.1.5.3) at the discretion of the County of Monroe.

6.1.5.1.1 TEST PROCEDURES

The procedures and data forms used for conducting factory acceptance tests shall be provided by the contractor and submitted to the procuring agency for approval. The test procedures shall have approval by the procuring agency prior to submission of equipment for tests. The test procedures shall include the sequence of conducting the tests.

6.1.5.1.2 CONSEQUENCES OF FACTORY ACCEPTANCE TEST FAILURE

If a unit fails to pass its factory acceptance test the unit shall be corrected or another unit substituted in its place and the test entirely repeated. If a unit has been modified as a result of an acceptance test failure a report shall be prepared and delivered to the County of Monroe prior to shipment of the unit. The report shall describe the nature of the failure and the corrective action taken. If the unit fails the acceptance test twice the unit shall be rejected.

6.1.5.2 INDIVIDUAL TESTS

Unless otherwise specified, each equipment item shipped shall be subjected to the individual test. The individual tests specified here are a minimum requirement, and a manufacturer should not lower his normal testing standards to meet this minimum. A test report detailing the status of individual tests performed shall accompany each item of equipment when received at our facility. As a minimum, each equipment item accepted shall have passed the following:

- a. Examination of Product (6.1.5.2.1)
- b. Operational Test (6.1.5.2.2)
- c. Any other individual test called for in the individual specification for a type of Equipment.

6.1.5.2.1 EXAMINATION OF PRODUCT

Each equipment unit shall be examined carefully to verify that the materials, design, construction, markings, and workmanship comply with the requirements of this Specification.

6.1.5.2.2 OPERATIONAL TEST

Each equipment unit shall be operated long enough to permit equipment temperature stabilization, and to check and record an adequate number of performance characteristics to assure compliance with the requirements of the individual equipment specifications. All modes of operation, and equipment functions should be verified to be working properly. Procedures for operational tests, and the forms used for recording tests results, shall be submitted to the County of Monroe for approval prior to shipping the first unit under this bid.

6.1.5.3 DESIGN APPROVAL TESTS

Unless otherwise specified in the individual equipment specification, design approval tests shall be conducted by the manufacturer on one or more sample equipments of the given type to determine if the design of the equipment meets the requirements of the appropriate NEMA Specification. The tests shall be conducted in accordance with the approved procedure of paragraph 6.1.5.3.1. The contractor shall furnish test reports, showing quantitative results of all tests required. The reports shall be signed by an appropriate officer of the manufacturing firm. The data obtained in conducting these tests shall be submitted by the contractor to the procuring agency with the bid proposal.

6.1.5.3.1 DESIGN APPROVAL TEST PROCEDURES

Design approval tests, when required for street equipment, shall be conducted under the environmental (power, voltage, temperature, humidity, vibration, shock) test profiles as specified in NEMA Standard TS2-1992 (or latest revision) for each individual type of equipment.

*SPECIAL CONDITIONS OF CONTRACT
FEDERAL AID PROJECTS*

Notes:

1. The prime contractor referenced in Appendix 12-1 and Appendix 12-2 will be Monroe County Department of Transportation.
2. The Sub-contractor referenced in Appendix 12-1 and Appendix 12-2 will be the successful bidder of this contract.
3. Davis-Bacon and NYS Prevailing wage rates will not apply to this contract.

NOTICE OF JOB VACANCIES

- a) The contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified and the County's need to know when jobs become available in the community.
- b) The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).
- c) Notice shall be given in writing to:
Employment Coordinator
Monroe County Department of Human and Health Services
Rm 535
691 St. Paul St.
Rochester, NY 14605
Telephone: (585) 753-6322
Fax: (585) 753-6308
- d) The contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the contractor's job requirements and the individual's qualifications for the job, as determined by the contractor.
- e) If the contractor is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

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 Five Hundred Thousand and no/100 Dollars (\$500,000.00) 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 Five Hundred Thousand and no/100 Dollars (\$500,000.00) 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.

**BP0510-15
CONFLICT MONITOR UNITS AND
MANFUNCTION MANAGEMENT UNITS**

UNIT PRICE SHEET

Description

Unit Price

686.803400P Conflict Monitor Unit (CMU) 6 Channel,
Shelf Mounted, EDI Model #NSM-6E

\$532.00 Each

686.803400P Malfunction Management Unit (MMU)
16 Channel, Shelf Mounted, EDI Model #MMU-16E

\$680.00 Each

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

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

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

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ **Fax:** _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.