



# CONTRACT DATA SHEET

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

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**TITLE:** Traffic Zone Paint

**CONTRACT #:** 0329-06

**CONTRACT DATES:** 04/19/06-10/31/11

**BUYER:** Sharon A. Berndt  
**PHONE:** 585/753-1110  
**FAX:** 585/753-1104

**VENDOR(S):** Sherwin Williams  
820 Emerson St.  
Rochester, NY 14613  
  
ph: 585/254-8630  
fax: 585/254-6386

## TERMS AND CONDITIONS

- BID ITEM:** TRAFFIC ZONE PAINT
- FOR:** DEPARTMENT OF TRANSPORTATION
- DEPARTMENT CONTACT:** Isidro Rivera, (585) 760-7747
- 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. **COPIES AND FACSIMILES ARE NOT ACCEPTABLE.**
- All bidders must submit proof that they have obtained the required **Worker's Compensation** and **disability benefits** coverage or proof that they are exempt.
- SPECIFICATION ALTERATIONS:** Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.
- QUANTITIES:** The quantities listed on are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term. **Estimates are based upon actual annual usage for 2005 by County departments only.**
- 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 his ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.
- METHOD OF** Monroe County intends to award the bid to the lowest responsive and

**AWARD:** responsible bidder, based on the **TOTAL**. Bidder must bid on all items 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 **October 31, 2006**, with the option to renew the contract up to nine (9) additional six (6) 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 **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 his 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 his 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, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation 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.

**BP #0329-06**  
**TRAFFIC PAINT**  
**Specifications**

**SCOPE:**

These specifications cover waterborne traffic paint for application on bituminous or portland cement, concrete and asphalt pavements using department-owned spray equipment at application temperatures of 60 to 150°F. The paint shall be capable of receiving and holding glass beads for producing reflectorized traffic markings.

The attention of the bidder is specifically directed to the following requirement: Any paint furnished under this provision that contains non-approved constituents or does not otherwise meet these specifications shall be disposed of by the supplier and immediately replaced with acceptable material strictly at the supplier's expense, including handling and transportation charges. Furthermore, that disposal and replacement process shall include the total quantities of any contaminated paint caused by pumping unsatisfactory material into the department's storage tanks already containing paint. It is to be expressly understood that this requirement is a part of the bid.

**FIRM PRICING:**

This bid covers paint to be purchased only through the 2006 summer season. It is anticipated that Monroe County will purchase the quantities estimated on the Unit Price Sheet, however, quantities may change depending upon weather conditions through the 2006 road painting season. No order will be placed after 10/31/06. Pricing is to remain firm through the final purchase made against this bid.

**DELIVERY AND PACKAGING:**

Delivery for Monroe County to be F.O.B. Destination. Vendor must contact the department at (585) 760-7747 at least 24 hours prior to delivery. Unless requested by Monroe County, no more than two truckloads (5940 gallons) are to be delivered on any given date. Vendor must be prepared to make deliveries in the morning, preferably by 7:00 AM. The first delivery is to be scheduled between May 1-15, 2006. Subsequent deliveries will be scheduled by Monroe County approximately every three (3) weeks. Paint is to be shipped in 275 gallon repaltainers.

A repaltainer container featuring a quick-disconnect valve, double-wired cage, PE pallet and virgin PE bottle. The 275 gallon repaltainer exceeds UN specifications for PG II & III liquids. Containers must have an 800 phone number on them to arrange for pick up at no additional cost to the County.

<b>Repaltainer Specifications</b>						
Nominal Capacity	Width	Length	Height	Approx. Tare Weight	Max Gross Weight	UN Marking
275 GAL (1,040L)	39.5" (1000 mm)	47.24" (1200 mm)	45.67" (1160 mm)	205 lbs. (93 kg)	4,557 lbs. (2065 kg)	UN31HA1/Y

**BP0329-06**  
**UNIT PRICE SHEET**

<b><u>ITEM</u></b>	<b><u>UNIT PRICE PER GALLON</u></b>
White 60-90 Second Dry Traffic Paint, 275 Gallons/Repaltainer	\$7.15
Yellow 60-90 Second Dry Traffic Paint 275 Gallons/Repaltainer	\$7.50

**Above products are Sherwin Williams Hotline Waterborne Traffic Paint TM2320 White & TM2321 Yellow.**

**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 (ie. 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.