



CONTRACT DATA SHEET

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

TITLE: 3M TRAFFIC SIGN MATERIAL

CONTRACT #: 0714-13 (4700007035)

CONTRACT DATES: 08/30/13 – 07/31/17

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

VENDOR(S): OSBURN ASSOCIATES, INC.
PO BOX 912
LOGAN, OH 43138
PH: 740-385-6869
FAX: 740-385-8016

TERMS AND CONDITIONS

BID ITEM: 3M TRAFFIC SIGN MATERIAL

FOR: Department of Transportation/Traffic Operations

DEPARTMENT CONTACT: Jim Lorenzo, (585) 753-7846

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 **July 31, 2014**, 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 **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 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.

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.

BP#0714-13
3M TRAFFIC SIGN MATERIAL
UNIT PRICE SHEET

REVISED 3/19/15

ITEM	DESCRIPTION	UNIT PRICE
3M ElectroCut Film Series 1170		
1	1177C GREEN ELECTRO CUT FILM 24" X 50 YD	\$309.00/roll
2	1177C BLUE ELECTRO CUT FILM 24" X 50 YD	\$309.00/roll
3	1177C GREEN ELECTRO CUT FILM 30" X 50 YD	\$386.25/roll
4	1177C BLUE ELECTRO CUT FILM 30" X 50 YD	\$386.25/roll
3M Engineer Grade Reflective Sheeting Series 3200		
5	3271 YELLOW ENGINEER GRADE REFLECTIVE SHEETING 30" X 50 YD	\$249.38/roll
6	3272 RED ENGINEER GRADE REFLECTIVE SHEETING 30" X 50 YD	\$249.38/roll
7	3275 BLUE ENGINEER GRADE REFLECTIVE SHEETING 30" X 50 YD	\$249.38/roll
8	3277 GREEN ENGINEER GRADE REFLECTIVE SHEETING 30" X 50 YD	\$249.38/roll
9	3290 WHITE ENGINEER GRADE REFLECTIVE SHEETING 24" X 50 YD	\$199.49/roll
10	3290 WHITE ENGINEER GRADE REFLECTIVE SHEETING 30" X 50 YD	\$249.38/roll
3M High Intensity Prismatic Reflective Sheeting Series 3930		
11	3930 WHITE HIGH INTENSITY PRISMATIC SHEETING 24" X 50 YD	\$351.00/roll
12	3930 WHITE HIGH INTENSITY PRISMATIC SHEETING 30" X 50 YD	\$438.74/roll
13	3930 WHITE HIGH INTENSITY PRISMATIC SHEETING 36" X 50 YD	\$526.48/roll
14	3931 YELLOW HIGH INTENSITY PRISMATIC SHEETING 24" X 50 YD	\$351.00/roll
15	3931 YELLOW HIGH INTENSITY PRISMATIC SHEETING 30" X 50 YD	\$438.74/roll
16	3931 YELLOW HIGH INTENSITY PRISMATIC SHEETING 36" X 50 YD	\$526.48/roll

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ITEM	DESCRIPTION	UNIT PRICE
3M Diamond Grade™ DG³ Reflective Sheeting Series 4000		
17	4081 FLUORESCENT YELLOW DG³ REFLECTIVE SHEETING 36" X 50 YD	\$1549.35/roll
18	4083 FLUORESCENT YELLOW-GREEN DG³ 30" X 50 YD	\$1290.00/roll
19	4090 WHITE DG³ REFLECTIVE SHEETING 30" X 50 YD	\$1291.13/roll
3M Scotchcal™ ElectroCut™ Graphic Film Series 7725		
20	7725-12 BLACK SCOTCHCAL™ ELECTROCUT™ GRAPHIC FILM 24" x 50 YD	\$243.00/roll
21	7725-12 BLACK SCOTCHCAL™ ELECTROCUT™ GRAPHIC FILM 30" x 50 YD	\$243.00/roll
22	7725-12 BLACK SCOTCHCAL™ ELECTROCUT™ GRAPHIC FILM 36" x 50 YD	\$303.75/roll
23	7725-12 WHITE SCOTCHCAL™ ELECTROCUT™ GRAPHIC FILM 24" x 50 YD	\$364.50/roll
24	7725-13 TOMATO RED SCOTCHCAL™ ELECTROCUT™ GRAPHIC FILM 24" x 50 YD	\$282.00/roll
25	7725-19 DEEP MAHOGANY BROWN SCOTCHCAL™ ELECTROCUT™ GRAP. FILM 30" x 50 YD	\$352.50/roll
26	7725-197 LIGHT NAVY SCOTCHCAL™ ELECTROCUT™ GRAPHIC FILM 24" x 50 YD	\$282.00/roll
27	7725-42 BEIGE SCOTCHCAL™ ELECTROCUT™ GRAPHIC FILM 30" x 50 YD	\$352.50/roll
28	7725-56 DARK GREEN SCOTCHCAL™ ELECTROCUT™ GRAPHIC FILM 24" x 50 YD	\$282.00/roll
29	7725-58 BURGUNDY SCOTCHCAL™ ELECTROCUT™ GRAPHIC FILM 30" x 50 YD	\$352.50/roll
3M Application Tapes (Premasking and Prespacing Tape for Graphic Films)		
30	SCPS-2 PRESPACING TAPE 12" x 100 YD	\$45.00/roll

BP#0714-13
3M TRAFFIC SIGN MATERIAL
UNIT PRICE SHEET

REVISED 3/19/15

31	Scps-2 PRESPACING TAPE 18" x 100 YD	\$67.50/roll

BP#0714-13
3M TRAFFIC SIGN MATERIAL
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REVISED 3/19/15

ITEM	DESCRIPTION	UNIT PRICE
3M Application Tapes (Premasking and Prespacing Tape for Graphic Films) (continued)		
32	SCPS-2 PRESPACING TAPE 24" x 100 YD	\$90.00/roll
33	SCPS-2 PRESPACING TAPE 30" x 100 YD	\$112.50/roll
34	SCPS-2 PRESPACING TAPE 36" x 100 YD	\$135.00/roll
3M Ink		
35	3M 1701-882N RED INK, GALLON	\$220.56/gal
36	3M 1701-883N BLUE INK, GALLON	\$220.56/gal
37	3M 1701-885N BLACK INK, GALLON	\$110.28/gall
38	3M 1701-888N GREEN INK, GALLON	\$220.56/gal