



CONTRACT DATA SHEET

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

TITLE: Automotive Paint & Refinishing Products

CONTRACT #: 1009-05

CONTRACT DATES: 11/17/05-11/30/09

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

VENDOR(S): Rochester Lead Works
76 Anderson Ave.
Rochester, NY 14607

ph: 585-442-8500

TERMS AND CONDITIONS

- BID ITEM:** **Automotive Paint & Refinishing Products**
- FOR:** Department of Fleet Maintenance
- DEPARTMENT CONTACT:** Melvin Rose, (585) 753-7572 or
Joe Recchia, (585) 753-7583
- 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 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 2004 by County departments only.**
- BRAND REFERENCE:** Any reference to a product by name or selection of specific price lists is done to establish the quality and performance characteristics required and to provide a standard price list by which discounts can be compared. Items of equal or better performance and quality will be considered. All bidders must take note that submission of a bid offering other than brand name products specified on the price list requires the following:

1. Clearly state manufacturer's price list number, price column to discount, as well as the discount for the product you are offering.
2. Alternate bids from price lists of other manufacturers must offer products, which directly correspond and are exact replacements for those items originally referenced in the bid. Alternate price lists must provide a minimum coverage of 90% of the items requested in the bid. Appendix A will be

used to determine if this percentage is met.

3. Include two (2) copies, at the time of the bid opening, of the alternate manufacturer's price list and catalog you are offering in your bid proposal
4. Bidders offering an alternate manufacturer must provide direct cross-references on an item-by-item basis. Failure to do so may result in rejection of the bid. Bidders will have two business days to respond to a cross-reference request by Purchasing
5. 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 one or more contract(s) to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a **whole or by Group or item, depending on whichever method results in the lowest overall cost to the County. Separate awards will be considered only when the price offered is great enough to offset the additional costs inherent to multiple contracts. Bidders are not required to bid on every Group included in the bid; however, they must bid on every item within each Group 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 **November 30, 2006**, 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.

In the event a manufacturer releases a new price list during the contract term, the contractor must provide the County with two (2) copies of the updated

price list and catalogs at least one (1) week prior to its taking effect. The County will honor the manufacturer's price list in effect at the time the order is placed, providing the County is in receipt of such price list.

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) days** 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 #1009-05

AUTOMOTIVE PAINT & REFINISHING PRODUCTS

GROUP A. PAINT PRODUCTS (SECTIONS I-IV)

TECHNICAL SPECIFICATIONS

1. It is the intent of Monroe County by these specifications to meet Federal and State standards for paint materials. The materials (except primer & primer-surfacer) will be used to refinish vehicles and equipment and must be Lead-, Chromate- and Isocyanate-free.
2. Primer and primer-surfacer must be Lead- and Isocyanate-free.
3. System must be available in single-stage and base coat/clear coat formulations.
4. A wide range of standard colors covering 1983 and newer domestic and import cars and light trucks must be readily available.
5. All products must be compatible with HIGH VOLUME LOW PRESSURE (HVLP) application equipment.
6. All products must be compatible with/applicable over all standard automotive body finishes, including, but not limited to: acrylic enamel, polyurethane and lacquer.
7. All thinners, reducers, retarders, activators, initiators, hardeners and any other chemical required for proper application and use of the paint system shall be Lead-, Chromate- and Isocyanate-free.
NOTE: Hardener is required for single-stage acrylic enamel system.
8. All unmixed products must have a minimum shelf life of twelve (12) months.
9. All mixed products must have a minimum pot life of three (3) hours.
10. MSDS (Material Safety Data Sheets) for all products bid MUST be submitted with the proposal or proposal may be rejected.

11.	<u>DRYING TIMES</u>	<u>SINGLE-STAGE</u>	<u>BASE/CLEAR</u>
	Flash Between Coats	within 10 minutes	within 10 minutes
	Dust-free	within 15 minutes	within 15 minutes
	Base Flash before clear	within N/A minutes	within 30 minutes
	Flash between clear	within N/A minutes	within 10 minutes
	Tack-free	within 60 minutes	within 60 minutes
	Polishing Time	within 48 hours	within 48 hours

AUTOMOTIVE PAINT & REFINISHING PRODUCTS

GROUP A. SECTION II – PRODUCT INFORMATION

**“WARM SHOP” CONDITIONS APPLY, APPROXIMATELY 70 DEGREES FAHRENHEIT,
NORMAL HUMIDITY**

1. SINGLE-STAGE SYSTEM

MANUFACTURER

PPG

PRODUCT/SYSTEM NAME

OCC Single Stage Urethane

USE

NAME

PART NUMBER

Top Coat

Concept

DCC9300

Catalyst (Activator, Initiator, etc.)

N/R

N/R

Hardener

High Solids Hardener

DCX61-4

Primer

Non-Chrome Etch Primer

DPX171

Primer Surfacer

Corrosion Resistant Primer

NCP271

Fish Eye Eliminator

N/R

N/R

Thinner/Reducer

Urethane Reducer

OT885-1

Retarder

N/R

N/R

Converter

N/R

N/R

AUTOMOTIVE PAINT & REFINISHING PRODUCTS

GROUP A. SECTION II – PRODUCT INFORMATION

**“WARM SHOP” CONDITIONS APPLY, APPROXIMATELY 70 DEGREES FAHRENHEIT,
NORMAL HUMIDITY**

1. SINGLE-STAGE SYSTEM (continued)

All other additives and products manufactured specifically for use with this system:

<u>USE</u>	<u>NAME</u>	<u>PART NUMBER</u>
NCP271 Primer Surfacer	Catalyst	NCX275
DPX172 Etch Primer	Catalyst	DPX172

Are all products designed for use as part of this system Lead, Chromate and Isocyanate free (except primer, primer-surfacer)?

No

Are all primers and primer-surfacers Lead and Isocyanate free?

Yes

Number of standard colors (1983 and newer) available

10,000

AUTOMOTIVE PAINT & REFINISHING PRODUCTS

GROUP A. SECTION II – PRODUCT INFORMATION

**“WARM SHOP” CONDITIONS APPLY, APPROXIMATELY 70 DEGREES FAHRENHEIT,
NORMAL HUMIDITY**

2. BASE COAT/CLEAR COAT

MANUFACTURER PPG

PRODUCT/SYSTEM NAME Deltron 2000

<u>USE</u>	<u>NAME</u>	<u>PART NUMBER</u>
Base Coat	Deltron 2000	DBC9700
Clear Coat	High Velocity Clear	DC3000
Spot Clear	N/R	N/R
Catalyst (Activator, Initiator, etc.)	N/R	N/R
Hardener	High Velocity Activator	DCH3085
Primer	Non-Chrome Etch Primer	DPX171
Primer Surfacer	Corrosion Resistant Primer	NCP271
Fish Eye Eliminator	N/R	N/R
Thinner/Reducer	Medium Temp Reducer	DT885
Retarder	N/R	N/R
Converter	N/R	N/R

AUTOMOTIVE PAINT & REFINISHING PRODUCTS

GROUP A. SECTION II – PRODUCT INFORMATION

**“WARM SHOP” CONDITIONS APPLY, APPROXIMATELY 70 DEGREES FAHRENHEIT,
NORMAL HUMIDITY**

2. BASE COAT/CLEAR COAT (continued)

All other additives and products manufactured specifically for use with this system:

<u>USE</u>	<u>NAME</u>	<u>PART NUMBER</u>
Non-Chrome Etch Primer	Catalyst	DPX172
Primer Surfacer	Catalyst	NCX275

Are all products designed for use as part of this system Lead, Chromate and Isocyanate free (except primer, primer-surfacer)? No

Are all primers and primer-surfacers Lead and Isocyanate free? Yes

Number of standard colors (1983 and newer) available 10,000

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AUTOMOTIVE PAINT & REFINISHING PRODUCTS

GROUP A. SECTION III – PRICE COMPUTATIONS

Listed below are all items required to make one (1) gallon total sprayable paint product (warm shop, 70 degrees Fahrenheit, normal humidity), per manufacturer's recommendations (including manufacturer's recommendations).

1. PRIMER

<u>PRODUCT</u>	<u>% GALLON</u>	X	<u>PRICE PER GALLON</u>	=	<u>UNIT COST</u>
Primer	50%		\$115.91		\$57.95
Catalyst	50%		\$86.00		\$43.00
Thinner/Reducer	N/R		N/R		N/R
Retarder	N/R		N/R		N/R
TOTAL COST/SPRAYABLE GALLON					\$100.95

AUTOMOTIVE PAINT & REFINISHING PRODUCTS

GROUP A. SECTION III – PRICE COMPUTATIONS

Listed below are all items required to make one (1) gallon total sprayable paint product (warm shop, 70 degrees Fahrenheit, normal humidity), per manufacturer's recommendations (including manufacturer's recommendations).

2. PRIMER-SURFACER

<u>PRODUCT</u>	<u>% GALLON</u>	X	<u>PRICE PER GALLON</u>	=	<u>UNIT COST</u>
Primer-Surfacer	75%		\$135.42		\$101.56
Catalyst	25%		\$194.44		\$48.61
Thinner/Reducer	N/R		N/R		N/R
Retarder	N/R		N/R		N/R
TOTAL COST/SPRAYABLE GALLON					\$150.17

AUTOMOTIVE PAINT & REFINISHING PRODUCTS

GROUP A. SECTION III – PRICE COMPUTATIONS

Listed below are all items required to make one (1) gallon total sprayable paint product (warm shop, 70 degrees Fahrenheit, normal humidity), per manufacturer's recommendations (including manufacturer's recommendations).

3. SINGLE STAGE

<u>PRODUCT</u>	<u>% GALLON</u>	X	<u>PRICE PER GALLON</u>	=	<u>UNIT COST</u>
Top Coat	58%		\$191.56		\$111.10
Catalyst	N/R		N/R		N/R
Hardener	13%		\$271.21		\$35.25
Thinner/Reducer	29%		\$37.28		\$10.81
Retarder	N/R		N/R		N/R
Initiator	N/R		N/R		N/R

TOTAL COST/SPRAYABLE GALLON \$157.16

AUTOMOTIVE PAINT & REFINISHING PRODUCTS

GROUP A. SECTION III – PRICE COMPUTATIONS

Listed below are all items required to make one (1) gallon total sprayable paint product (warm shop, 70 degrees Fahrenheit, normal humidity), per manufacturer's recommendations (including manufacturer's recommendations).

4. BASE COAT/CLEAR COAT

BASE COAT

<u>PRODUCT</u>	<u>% GALLON</u>	X	<u>PRICE PER GALLON</u>	=	<u>UNIT COST</u>
Base Coat	50%		\$179.60		\$89.80
Catalyst	N/R		N/R		N/R
Hardener	N/R		N/R		N/R
Thinner/Reducer	50%		\$37.28		\$18.64
Retarder	N/R		N/R		N/R
Basemaker	N/R		N/R		N/R

TOTAL COST/SPRAYABLE GALLON \$108.44

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AUTOMOTIVE PAINT & REFINISHING PRODUCTS

GROUP A. SECTION III – PRICE COMPUTATIONS

Listed below are all items required to make one (1) gallon total sprayable paint product (warm shop, 70 degrees Fahrenheit, normal humidity), per manufacturer's recommendations (including manufacturer's recommendations).

5. BASE COAT/CLEAR COAT

CLEAR COAT

<u>PRODUCT</u>	<u>% GALLON</u>	X	<u>PRICE PER GALLON</u>	=	<u>UNIT COST</u>
Clear	80%		\$118.29		\$94.64
Catalyst	N/R		N/R		N/R
Hardener	20%		\$195.60		\$39.12
Thinner/Reducer	N/R		N/R		N/R
Retarder	N/R		N/R		N/R
TOTAL COST/SPRAYABLE GALLON					\$133.75

AUTOMOTIVE PAINT & REFINISHING PRODUCTS

PRICE SHEET

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
REFINISHING PRODUCTS:		
1. 3M #01396 Green Corps Roloc Discs, 2" Dia., 50 Grade, 25/box, 10 box/cs	CASE	\$25.97/bx.
2. 3M #01397 Green Corps Roloc Discs, 2" Dia., 36 Grade, 25/box	EACH	\$27.40/bx.
3. 3M #01880 Paint Buster Discs, 5" x 7/8", 20/box, 5 box/cs	CASE	n/r
4. 3M #01987 General Purpose Cut Off Wheel, 3" x 1/32" x 3/8", 50/cs	CASE	\$60.50
5. 3M #01988 General Purpose Cut Off Wheel, 3" x 1/16" x 3/8", 50/cs	CASE	\$60.50
6. 3M #05010 Elek-Tro-Cut Abrasive Utility Roll, 5 rolls/cs	CASE	\$148.25
7. 3M #05010 Elek-Tro-Cut Abrasive Utility Roll	ROLL	\$29.65/ea.
8. 3M #06143 Super 88 Vinyl Plastic Electrical Tape, 3/4" x 66', 10/bx	BOX	n/r
9. 3M #06334 Masking Tape, 3/4", 48 rolls/cs	CASE	\$118.08
10. 3M #06340 Masking Tape, 2", 24 rolls/cs	CASE	\$157.20
11. 3M #06718 Scotchblok Masking Paper, 18" x 750 ft., 2 rolls/cs	CASE	\$47.74
12. 3M #07447 Scotch-Brite Ultra Fine Pad, Maroon, 20/box	BOX	\$16.78
13. 3M #07480 Scotch-Brite Roloc Surface Cond. Discs, 2", Coarse, 25/bx	BOX	\$21.05
14. 3M #07481 Scotch-Brite Roloc Surface Cond. Discs, 2", Med, 25/bx	BOX	\$21.05
15. 3M #07481 Scotch-Brite Roloc Surface Cond. Discs, 2" Med, 25/bx, 4 bx/cs	CASE	\$84.20
16. 3M #08500 All-Around Autobody Seal, White, 12/cs, Fit 1/10 Gal. Cart. Gun	CASE	\$125.64
17. 3M #08609 Super Fast Urethane (Black), 10 fl. oz. cartridge	EACH	\$11.24
18. 3M #08610 Windo-Weld Ribbon Sealer, Black, Kit, 1/4" x 15'	KIT	\$9.58
19. 3M #08641 Automix Channel Bonding/Sidelite Adhesive	EACH	\$11.03
20. 3M #08883 Rubberized Undercoating, 6 cans/cs	CASE	\$36.30
21. 3M #03192NA Tack Cloth, Single Ply, 12/bx	BOX	\$10.95

- A. DISCOUNT FOR ADDITIONAL PAINT PRODUCTS (TRANSFERRED FROM PAGE 17): 0%**
- B. DISCOUNT FOR ADDITIONAL REFINISHING PRODUCTS ONLY NOT SPECIFICALLY LISTED ABOVE: 0%**

SPECIFIED MANUFACTURER: 3M
PRICE LIST: AUTOMOTIVE AFTERMARKET PRODUCTS & SUGGESTED
DEALER & USER NET PRICES
PRICE LIST #: WEATHERLY INDEX 736/ATN
PRICE LIST DATE: January 28, 2003
COLUMN TO DISCOUNT: LIST PRICE

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.