



# CONTRACT INFO SHEET

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

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**DATE:** **DECEMBER 6, 2011**

## CONTRACT EXTENSION

**BID TITLE:** PAINT PRODUCTS

**CONTRACT #:** 01102-09 (4700006620)

**CONTRACT DATES:** 1/01/2010 – 12/31/2012

**BUYER:** **Greg Hart**  
**PHONE:** 585-753-1135  
**FAX:** 585-324-1379

**VENDOR(S):** #107459  
David Marang  
Sherwin Williams Co.  
830 Emerson St.  
Rochester NY 14613-1804

**CHANGES AS FOLLOWS:** CONTRACT HAS BEEN EXTENDED THROUGH DECEMBER 31, 2012. **No change in contract pricing.**

Greg Hart  
Buyer  
585.753.1135

XC: BP FOLDER  
VENDOR  
S. Wilcox  
BUYER

## **SHERWIN-WILLIAMS STORE LOCATIONS**

**Rochester Commercial**  
830 Emerson Street  
Rochester, NY 14613  
(585) 458-3120  
(585) 647-3818 Fax  
sw1679@sherwin.com Email

**Brockport**  
4756 Lake Road  
Brockport, NY 1442  
(585) 637-1525  
(585) 637-1537 Fax  
sw1566@sherwin.com Email

**Henrietta**  
951 Jefferson Road  
Henrietta, NY 14623  
(585) 272-7880  
(585) 272-1516 Fax  
sw1161@sherwin.com Email

**Penfield**  
2200 Penfield Road  
Penfield, NY 14526  
(585) 377-1220  
(585) 377-1867 Fax  
sw1054@sherwin.com Email

**Chili**  
3240 Chili Avenue  
Rochester, NY 14624  
(585) 889-0430  
(585) 889-0432 Fax  
sw1569@sherwin.com Email

**Irondequoit**  
851 Ridge Road East  
Irondequoit, NY 14621  
(585) 467-4740  
(585) 467-6897 Fax  
sw1485@sherwin.com Email

**Rochester Dewey Ave**  
4400 Dewey Avenue  
Rochester, NY 14616  
(585) 663-5806  
(585) 663-2445 Fax  
sw1678@sherwin.com Email

**Brighton-Monroe Ave**  
2407 Monroe Avenue  
Rochester, NY 14618  
(585) 244-0840  
(585) 244-6397 Fax  
sw5359@sherwin.com Email

**Greece-Ridge Road West**  
2315 Ridge Road West  
Rochester, NY 14626  
(585) 227-5870  
(585) 227-4121 Fax  
sw5360@sherwin.com Email

**Webster**  
191 West Main Street  
Webster, NY 14580  
(585) 872-8000  
(585) 872-8003 Fax  
sw5310@sherwin.com Email

## **TERMS AND CONDITIONS**

- BID ITEM:**                    **PAINT PRODUCTS**
- CONTRACT TERM:**        Contract will start with the date of the contract award and run through December 31, 2010, with the option to extend the contract up to four (4) additional one (1) year periods at the mutual consent of both parties.
- PRICE CHANGES:**        Price changes may be proposed by either party only once per year based upon industry price trends. Should price changes not be acceptable to both parties, the contract will be cancelled. No price increases will be allowed prior to January 1, 2011.
- CONTRACT 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 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.
- 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 2005-2009 by County departments only. They do not include purchases which may have been made by outside agencies.
- UNIT PRICE:**                 Unit prices bid will be extended for the actual number of units purchased during the contract term.
- 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.
- 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 political subdivision or district located in New York State. 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.
- DELIVERY:**                    All deliveries to be F.O.B. destination to agency as specified by a Purchase Order. Deliveries must be made within three (3) days after receipt of purchase order. In the event deliveries cannot be made within the specified time, a written notification indicating date of projected delivery must be sent to the buyer with a copy to the ordering department stating the reason for the delay. The County reserves the right to terminate the contract in the event the delay in delivery is deemed unacceptable.
- PRICES BID TO INCLUDE THE PRICE OF DELIVERY.**

**OVER-THE-COUNTER SERVICE:** The Contractor shall provide over-the-counter service to any agency which desires to obtain stock items immediately. The price to be charged shall be the unit price in the contract. **Such over the counter service must be available at a facility within Monroe County, New York.**

**QUALIFIED BIDDER:** The successful bidder must be prepared to present satisfactory proof of his capacity (i.e. inventory) to supply Monroe County with items listed within three (3) days. The successful bidder must also allow the Purchasing Manager or her Designee to inspect the bidder's facilities to verify his capacity to complete the contract. In all cases, the decision of the Purchasing Manager will be considered final.

**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 number, quantity, description of item purchased, BP#, Item #, extension and total. **ALL INVOICES MUST BE MARKED WITH THE BID PROJECT NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

**PURCHASE ORDER ISSUANCE:** Delivery of goods will be directed by the receipt of a Purchase Order only. **Items supplied that are not part of this bid will not be paid for by Monroe County.**

**VERBAL ALTERATIONS TO SPECIFICATIONS:** Specifications will be construed to be complete and be considered the entire description of the goods for which the 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.

**SUBMITTAL OF FORMAL PROPOSAL:** Formal proposal must be legible and submitted in the original form bearing an original signature. **COPIES WILL NOT BE ACCEPTABLE.**

**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.

**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 vendor must demonstrate that the alternate proposed has a sufficient operating track record to show the product will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

**MINIMUM STANDARDS:** Products bid must meet the standards set forth in the description and technical data columns. These standards are based upon products which have been used and have been found acceptable by Monroe County. The County may choose to accept a product that deviates from these standards should doing so be in the best interest of the County. However, the County intends to use the standards as the basis for product comparison and is under no obligation to accept any product which does not meet these standards.

**ADDITIONAL ITEMS:** The County reserves the right to add 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.

**ORIGINAL CONTAINERS:** All products included in this bid shall be delivered in their original containers with the manufacturer's label.

**TECHNICAL DATA:** Vendors must provide all data listed under the Vendor Submittal column. In all cases, bidders must complete the "will supply" line with the manufacturer and stock or series number of the item they are bidding. Failure to adhere to the above terms may result in the rejection of the bid.

**PRICE COLUMN:** All prices, unless otherwise indicated, will be based upon gallon sizes. If needed, the using agency may request purchasing in pint, quart, five (5) gallon or fifty-five (55) gallon units. Vendor must indicate, at the time of bid, if purchasing in these sizes will affect the price per gallon.

**DESCRIPTIVE LITERATURE:** Bidders must, as part of their bid, submit complete manufacturer specification sheets for all items bid. Reference to literature submitted with previous bid will not satisfy this requirement.

**MATERIAL SAFETY DATA SHEETS:** Vendor must, upon request, supply Material Safety Data Sheets (MSDS) for all pertinent materials included within this bid. Such requests shall include, but not be limited to, pre-award analysis, as well as requests by all using agencies subsequent to award.

**V.O.C. CONFORMANCE:** All products must conform to 2009 V.O.C. standards and all future V.O.C. enactments by New York State Department of Environmental Conservation. If a product is determined to be in violation of V.O.C. standards, subsequent to laws taking effect, the product must be replaced with an approved equivalent product based upon written approval by the Purchasing Manager or the contract may be terminated.

**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.

**BP1102-09  
PAINT PRODUCTS  
AWARD**

S	ITEM	DESCRIPTION	Price/Unit	UNIT
		<b>SECTION A-ACRYLIC &amp; LATEX PAINT</b>		
A	01	SHERWIN-WILLIAMS HARMONY EG-SHEL B9W951 ACRYLIC LATEX	\$20.75	GAL
A	02	SHERWIN-WILLIAMS PROGREN B30W651 VINYL ACRYLIC FLAT	\$16.23	GAL
A	03	SHERWIN-WILLIAMS PROGREN B20W651 VINYL ACRYLIC EGGSHELL	\$17.23	GAL
A	04	SHERWIN-WILLIAMS PROGREN B31W651 VINYL ACRYLIC SEMI-GLOSS	\$18.23	GAL
A	05	SHERWIN-WILLIAMS DURATION HOME A97W1151 STYRENE ACRYLIC SATIN	\$25.55	GAL
A	06	SHERWIN-WILLIAMS DURATION HOME A98W1151 STYRENE ACRYLIC SEMI-GLOSS	\$25.81	GAL
A	07	SHERWIN-WILLIAMS DTM B66W211 ACRYLIC COATING GLOSS	\$23.25	GAL
A	08	SHERWIN-WILLIAMS PROPERTY SOLUTION B30W3050 FLAT LATEX	\$11.10	GAL
A	09	SHERWIN-WILLIAMS FAST DRYING PRIMER Y24W8980	\$15.04	GAL
A	10	SHERWIN-WILLIAMS BONDING PRIMER B66A50	\$18.45	GAL
A	11	SHERWIN-WILLIAMS FIELD MARKING B2-900 5-GAL PAIL	\$39.95	PAIL
A	12	SHERWIN-WILLIAMS DURATION HOME SATIN A97W1151	\$25.55	GAL
A	13	SHERWIN-WILLIAMS DURATION HOME A98W1151 STYRENE ACRYLIC SEMI-GLOSS	\$25.81	GAL
A	14	SHERWIN-WILLIAMS RESILIENCE K43W51 EXTERIOR SATIN LATEX	\$31.19	GAL
A	15	SHERWIN-WILLIAMS RESILIENCE K44W51 EXTERIOR LATEX GLOSS	\$31.98	GAL
A	16	SHERWIN-WILLIAMS MULTI-PURPOSE LATEX PRIMER B51W08020 WHITE	\$25.99	GAL
A	17	SHERWIN WILLIAMS DURATION HOME A97T1254 STYRENE ACRYLIC SATIN UD	\$25.55	GAL
		<b>SECTION B-OIL BASED/ENAMEL PAINT</b>		
B	01	SHERWIN-WILLIAMS INDUSTRIAL ENAMEL B54WZ401 SEMI-GLOSS	\$19.95	GAL
B	02A	SHERWIN-WILLIAMS INDUSTRIAL ENAMEL B54WZ401 GLOSS	\$19.95	GAL
B	02B	SHERWIN-WILLIAMS INDUSTRIAL ENAMEL B54WZ401 GLOSS-OSHA COLORS	\$24.10	GAL
B	02B	SHERWIN-WILLIAMS EXTERIOR OIL PRIMER Y24W20	\$24.33	GAL
B	04	SHERWIN-WILLIAMS ANTI-GRAFFITI HARDENER V70V411-PINT	\$6.83	PINT
B	05	SHERWIN-WILLIAMS LOW ODOR PRIMER B49W8820	\$15.85	GAL
		<b>SECTION C-STAINS &amp; COATINGS</b>		
C	01	SHERWIN-WILLIAMS POLYURETHANE VARNISH A68	\$24.38	GAL
C	02	SHERWIN-WILLIAMS INTERIOR OIL STAIN A49-200-QUART	\$4.75	QUART
C	03	WOLMAN WHITE BASE DURASTAIN	\$22.28	GAL
C	04	CROWN PAINT THINNER	\$4.37	GAL
C	05	SHERWIN-WILLIAMS SPACKLING PASTE C-50-QUART	\$2.63	QUART

C	06	SHERWIN-WILLIAMS SHRINK-FREE SPACKLE C-77	\$9.30	GAL
C	07	USG SHEETROCK JOINT COMPOUND-5 GALLON	\$11.95	PAIL
<b>S</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Price/Unit</b>	<b>UNIT</b>
		<b>SECTION D-KRYLON SPRAY PAINT</b>		
D	01	KRYLON INDUSTRIAL SPRAY-16 OZ CAN	\$2.92	CAN
D	02	KRYLON FLUORESCENT SPRAY-20 OZ CAN	\$2.92	CAN
D	03	KRYLON UPSIDE DOWN SPRAY-20 OZ CAN	\$2.79	CAN
		<b>SECTION E-BRUSHES, ROLLERS, SUNDRIES</b>		
		<b>NYLON/POLYESTER PROFESSIONAL BRUSHES</b>		
E	01	SHERWIN-WILLIAMS 171-3741 ANGLE SASH, 1-1/2"	\$4.70	EA
E	02	SHERWIN-WILLIAMS 171-3809 ANGLE SASH, 2"	\$4.85	EA
E	03	SHERWIN-WILLIAMS 171-3817 ANGLE SASH, 2-1/2"	\$6.07	EA
E	04	SHERWIN-WILLIAMS 171-3825 ANGLE SASH, 3"	\$7.21	EA
E	05	SHERWIN-WILLIAMS 171-3700 FLAT SASH, 1-1/2"	\$3.86	EA
E	06	SHERWIN-WILLIAMS 171-3718 FLAT SASH, 2"	\$4.50	EA
E	07	SHERWIN-WILLIAMS 171-3725 FLAT SASH, 2-1/2"	\$5.98	EA
E	08	SHERWIN-WILLIAMS 171-1993 FLAT SASH, 3"	\$6.65	EA
E	09	SHERWIN-WILLIAMS 171-1274 FLAT SASH, 4"	\$9.86	EA
		<b>CHINA BRISTLE PROFESSIONAL BRUSHES</b>		
E	10	SHERWIN-WILLIAMS 171-3601 CHINA BRISTLE ANGLE SASH, 1-1/2"	\$3.20	EA
E	11	SHERWIN-WILLIAMS 171-3619 CHINA BRISTLE ANGLE SASH, 2"	\$4.20	EA
E	12	SHERWIN-WILLIAMS 171-3627 CHINA BRISTLE ANGLE SASH, 2-1/2"	\$5.37	EA
E	13	SHERWIN-WILLIAMS 171-3635 CHINA BRISTLE ANGLE SASH, 3"	\$7.80	EA
		<b>CHINA BRISTLE PROFESSIONAL BRUSHES</b>		
E	14	SHERWIN-WILLIAMS 180-9979 WHITE CHINA BRISTLE FLAT SASH, 2"	\$3.65	EA
E	15	SHERWIN-WILLIAMS 181-0076 WHITE CHINA BRISTLE FLAT SASH, 3"	\$5.60	EA
E	16	SHERWIN-WILLIAMS 180-3303 WHITE CHINA VARNISH FLAT SASH, 2"	\$3.32	EA
E	17	SHERWIN-WILLIAMS 180-3311 WHITE CHINA VARNISH FLAT SASH, 3"	\$4.97	EA
E	18	SHERWIN-WILLIAMS 180-3324 WHITE CHINA VARNISH FLAT SASH, 4"	\$7.36	EA
E	19	SHERWIN-WILLIAMS 180-9938 WHITE CHINA VARNISH FLAT SASH, 2"	\$7.28	EA
E	20	SHERWIN-WILLIAMS 180-9912 WHITE CHINA VARNISH FLAT SASH, 1"	\$1.77	EA
		<b>CHIP TOUCH-UP BRUSHES</b>		
E	22	SHERWIN-WILLIAMS 143-9371 CHIP TOUCH-UP BRUSH, 1-1/2"	\$0.33	EA
E	23	SHERWIN-WILLIAMS 143-9488 CHIP TOUCH-UP BRUSH, 2"	\$0.32	EA
E	24	SHERWIN-WILLIAMS 591-6861 CHIP TOUCH-UP BRUSH, 2-1/2"	\$0.45	EA

E	25	SHERWIN-WILLIAMS 143-9496 CHIP TOUCH-UP BRUSH, 3"	\$0.45	EA
E	26	SHERWIN-WILLIAMS 174-6775 CHIP TOUCH-UP BRUSH, 4"	\$1.48	EA
<b>S</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Price/Unit</b>	<b>UNIT</b>
		<b>ROLLER COVERS</b>		
E	27	SHERWIN-WILLIAMS 173-4318 ROLLER COVER 9X3/4"	\$2.11	EA
E	28	SHERWIN-WILLIAMS 180-7536 PREMIUM ROLLER COVER 3X3/8", 2/PK	\$1.29	PACK
E	29	BEST LIEBCO 481-9033 ROLLER COVER, 9X1/4"	\$1.82	EA
E	30	SHERWIN-WILLIAMS 973-9103 PREMIUM ROLLER COVER 3X3/8", 2/PK	\$1.28	PACK
E	31	SHERWIN-WILLIAMS 401-9659 PREMIUM ROLLER COVER 7X3/8"	\$1.88	EA
E	32	SHERWIN-WILLIAMS 173-9333 POLY ROLLER COVER 9X3/8"	\$1.70	EA
E	33	SHERWIN-WILLIAMS 117-4600 PREMIUM XL ROLLER COVER 7X1/2"	\$1.43	EA
E	34	SHERWIN-WILLIAMS 173-4300 POLY ROLLER COVER 9X1/2"	\$1.81	EA
		<b>ROLLER FRAMES</b>		
E	35	SHERWIN-WILLIAMS 180-1497 HVY DUTY ROLLER FRAME, 9"	\$1.14	EA
E	36	SHERWIN-WILLIAMS 170-0509 ROLLER FRAME, 3"	\$1.05	EA
E	37	SHERWIN-WILLIAMS 180-1505 ROLLER FRAME, 4"	\$0.80	EA
E	38	SHERWIN-WILLIAMS 591-4668 ROLLER FRAME, 7"	\$0.72	EA
E	39	SHERWIN-WILLIAMS 180-1489 ROLLER FRAME, 9"	\$0.95	EA
		<b>PAINT TRAYS AND LINERS</b>		
E	40	SHERWIN-WILLIAMS 812-8811 PLASTIC PAINT TRAY, 9"	\$0.83	EA
E	41	SHERWIN-WILLIAMS 173-5349 METAL PAINT TRAY, 9"	\$1.84	EA
E	42	SHERWIN-WILLIAMS 170-9385 PREMIUM PAINT TRAY, 9"	\$1.50	EA
E	43	SHERWIN-WILLIAMS 173-5380 DEEP METAL PAINT TRAY, 9"	\$4.56	EA
E	44	SHERWIN-WILLIAMS 286-3751 DEEP PAINT TRAY LINER	\$0.64	EA
E	45	SHERWIN-WILLIAMS 163-6133 PAINT TRAY LINER	\$1.84	EA
		<b>CAULKS</b>		
E	46	SHERWIN-WILLIAMS 163-2447 STOP GAP INSULATING FOAM SEALANT, 12 OZ	\$3.22	EA
E	47	SHERWIN-WILLIAMS 151-8273 PAINTER'S CAULK, 35 YEAR	\$1.09	EA
E	48	SHERWIN-WILLIAMS 151-8323 PAINTER'S CAULK W/SILICONE, 535 YEAR	\$1.28	EA
		<b>ABRASIVES, TAPE, MISCELLANEOUS TOOLS</b>		
E	49	3M 153-9881 ALUM OXIDE SANDPAPER, VERY FINE, 5/PACK	\$1.38	PACK
E	50	3M 153-9899 ALUM OXIDE SANDPAPER, FINE, 5/PACK	\$1.38	PACK
E	51	3M 153-9907 ALUM OXIDE SANDPAPER, MEDIUM, 5/PACK	\$1.38	PACK
E	52	3M 483-2614 DUST MASK	\$0.10	EA
E	53A	SHERWIN-WILLIAMS 153-4916 MASKING TAPE, 1"X60 YD	\$0.89	EA

E	53B	SHERWIN-WILLIAMS 153-4924 MASKING TAPE, 2"X60 YD	\$1.32	EA
E	53C	SHERWIN-WILLIAMS 153-4957 MASKING TAPE, 3"X60 YD	\$2.87	EA
<b>S</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Price/Unit</b>	<b>UNIT</b>
E	54	SHERWIN-WILLIAMS 155-3874 LACQUER MASKING TAPE, 1"X60 YD	\$1.87	EA
E	55	SHERWIN-WILLIAMS 161-2977 FLEXIBLE SCRAPER, 3"	\$1.44	EA
E	56	SHERWIN-WILLIAMS 162-8379 FLEXIBLE PUTTY KNIFE, 2"	\$1.32	EA
E	57	SHERWIN-WILLIAMS 196-5722 STIFF PUTTY KNIFE, 2"	\$2.65	EA
E	58	SHERWIN-WILLIAMS 161-2969 FLEXIBLE JOINT KNIFE, 6"	\$1.85	EA
E	59	SHERWIN-WILLIAMS 161-3033 5-IN-1 PAINTERS TOOL	\$2.89	EA
E	60	SHERWIN-WILLIAMS 6500-91648 TUNGSTEN CARBIDE SCRAPER, 2"	\$6.76	EA
E	61	SHERWIN-WILLIAMS 153-0823 HVY DUTY RAZOR SCRAPER W/5 BLADES	\$1.22	EA
E	62	SHERWIN-WILLIAMS 155-7859 CAULK GUN, 9"	\$1.96	EA
E	63	SHERWIN-WILLIAMS 107-8732 NON-SLIP GRIT ADDITIVE, 3.2 OZ	\$1.59	EA
		<b>EPOXIES AND HIGH PERFORMANCE COATINGS</b>		
F	01	SHERWIN-WILLIAMS B50WZ4 ANTI-CORROSION PRIMER	\$28.27	GAL
F	02	SHERWIN-WILLIAMS B51W50 ADHESION PRIMER	\$34.72	GAL
F	03	SHERWIN-WILLIAMS B70 CATALYZED EPOXY	\$39.10	GAL
F	04	SHERWIN-WILLIAMS B58 EPOXY PRIMER, CLEAR	\$57.98	GAL
F	05	SHERWIN-WILLIAMS B58 EPOXY PRIMER, SATIN GLOSS	\$34.68	GAL