



CONTRACT DATA SHEET

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

TITLE: PREFORMED THERMOPLASTIC PAVEMENT MARKINGS

CONTRACT #: 0537-09 (4700006594)

CONTRACT DATES: 08/14/09 – 06/30/14

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

VENDOR(S): FLINT TRADING, INC.
115 TODD COURT
THOMASVILLE, NC 27360

PH: (336) 475-6600

TERMS AND CONDITIONS

BID ITEM: ***PREFORMED THERMOPLASTIC PAVEMENT MARKINGS***

FOR: Department of Transportation

DEPARTMENT CONTACT: Brent Penwarden, (585) 753-7733

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 **Workers' 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.

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 31, 2010**, 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 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.

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.

DESCRIPTION

Under this item the CONTRACTOR shall provide preformed thermoplastic pavement markings as specified in the materials section below.

MATERIAL DETAILS

1. The markings must be a resilient white or yellow thermoplastic product with uniformly distributed glass beads throughout the entire cross sectional area. The markings must be resistant to the detrimental effects of motor fuels, lubricants, hydraulic fluids, antifreeze, etc. Lines, legends and symbols are capable of being affixed to bituminous and/or portland cement concrete pavements by the use of the normal heat of a propane torch. Other colors shall be available as required.
2. The markings must be capable of conforming to pavement contours, breaks and faults through the action of traffic at normal pavement temperatures. The markings shall have resealing characteristics, such that it is capable of fusing with itself and previously applied thermoplastic when heated with the torch.
3. The markings shall not have minimum ambient and road temperature requirements for application, storage, or handling.
4. Material must be composed of an ester modified resin resistant to degradation by motor fuels, lubricants etc. in conjunction with aggregates, pigments, binders and glass beads which have been factory produced as a finished product, and meets the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways. The thermoplastic material conforms to AASHTO designation M249, with the exception of the relevant differences due to the material being supplied in a preformed state.

A) Graded Glass Beads:

1. The material must contain a minimum of thirty percent (30%) intermixed graded glass beads by weight. The intermixed beads shall be conforming to AASHTO designation M247, with minimum 80% true spheres and minimum refractive index of 1.50.
2. The material must have factory applied coated surface beads in addition to the intermixed beads at a rate of 1 lb. (\pm 10%) per 10 sq. ft. These factory applied coated surface beads shall have a minimum of 90% true spheres, minimum refractive index of 1.50, and meet the following gradation.

Size Gradation		Retained, %	Passing, %
US Mesh	µm		
12	1700	0 - 2%	98 - 100%
14	1400	0 - 3.5%	96.5 - 100%
16	1180	2 - 25%	75 - 98%
18	1000	28 - 63%	37 - 72%
20	850	63 - 72%	28 - 37%
30	600	67 - 77%	23 - 33%
50	300	89 - 95%	5 - 11%
80	200	97-100%	0 - 3%

B) Pigments:

1. White: The material shall be manufactured with sufficient titanium dioxide pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected.
2. Red, Blue, and Yellow: The material shall be manufactured with sufficient pigment to meet FHWA Docket No. FHWA-99-6190 Table 5 and Table 6 as revised and corrected. The yellow pigments must be organic and must be heavy-metal free.
3. Other Colors: The pigments must be heavy-metal free.

C) Heating indicators: The top surface of the material (same side as the factory applied surface beads) shall have regularly spaced indents. These indents shall act as a visual cue during application that the material has reached a molten state so satisfactory adhesion and proper bead embedment has been achieved and a post-application visual cue that the installation procedures have been followed.

D) Skid Resistance: The surface, with properly applied and embedded surface beads, must provide a minimum resistance value of 45 BPN when tested according to ASTM E 303.

E) Thickness: The material must be supplied at a minimum thickness of 125 mils (3.15 mm).

F) Versatility: As an option, turn arrows and combination arrows may come without surface applied glass beads, thus facilitating the use of those arrows as either left or right indicators, thereby reducing inventory requirements.

G) Environmental Resistance: The material must be resistant to deterioration due to exposure to sunlight, water, salt or adverse weather conditions and impervious to oil and gasoline.

H) Retroreflectivity: The material, when applied in accordance with manufacturer's guidelines, must demonstrate a uniform level of sufficient nighttime retroreflection when tested in accordance to ASTM E 1710. The applied material must have an initial minimum intensity reading of 500 $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for white and 300 $\text{mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for yellow as measured with an LTL-2000 or LTL-X Retroreflectometer.

Note: Initial retroreflection is affected by the amount of heat applied during installation. When ambient temperatures are such that greater amounts of heat are required for proper installation, initial retroreflection levels may be affected.

PACKAGING

The preformed thermoplastic markings shall be placed in protective plastic film with cardboard stiffeners where necessary to prevent damage in transit. Linear material must be cut to a maximum of 3' long pieces. Legends and symbols must also be supplied in flat pieces. The cartons in which packed shall be non-returnable and shall not exceed 40" in length and 25" in width, and be labeled for ease of identification. The weight of the individual carton must not exceed seventy (70) pounds. A protective film around the box must be applied in order to protect the material from rain or premature aging.

METHOD OF MEASUREMENT

Linear markings will be measured based on the number of linear feet provided. Letters and arrows will be counted for payment based on the number of each provided.

BASIS OF PAYMENT

Unit prices shall include the cost of providing the marking material including all labor, material, and equipment necessary to complete the work to the satisfaction of the County.

Payment will be made under:

<u>Item No.</u>	<u>Item Description</u>	<u>Pay Unit</u>
686.201201	Preformed Thermoplastic Pavement Markings 12" White	Linear Foot
686.201601	Preformed Thermoplastic Pavement Markings 16" White	Linear Foot
686.202401	Preformed Thermoplastic Pavement Markings 24" White	Linear Foot
686.202402	Preformed Thermoplastic Pavement Markings 24" Yellow	Linear Foot
686.2098	Preformed Thermoplastic Pavement Markings White Letters	Each
686.2099	Preformed Thermoplastic Pavement Markings White Arrows	Each

BP#0537-09
PREFORMED THERMOPLASTIC PAVEMENT MARKINGS
UNIT PRICE SHEET

ITEM NO.	DESCRIPTION	UOM	UNIT PRICE
686.200401	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 4" WHITE	LINEAR FOOT	\$.89
686.200601	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 6" WHITE	LINEAR FOOT	\$1.33
686.200801	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 8" WHITE	LINEAR FOOT	\$1.77
686-201201	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 12" WHITE	LINEAR FOOT	\$2.67
686.201601	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 16" WHITE	LINEAR FOOT	\$3.56
686.202401	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 24" WHITE	LINEAR FOOT	\$5.34
686.202402	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 24" YELLOW	LINEAR FOOT	\$5.58
686.2098	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, WHITE LETTERS	EACH	\$33.06
686.2099	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, WHITE ARROWS	EACH	\$80.70
686.309901	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, WHITE ARROWS (COMBINATION)	EACH	\$145.98
PM600807	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 3'3" X 42" WHITE CHEVRONS ONLY (ONE CHEVRON MARKING = 2 STRIPES)	EACH	\$43.35
PM602005	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 6' X 2' WHITE STRAIGHT ARROWS	EACH	\$110.93
PM602006L	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 6' X 3'4" WHITE LEFT FACING BIKE SYMBOL (BIKE RIDER SYMBOL)	EACH	\$648.38
892301031HS	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS, 5'9" X 3'3" WHITE BIKE SYMBOL	EACH	\$131.16

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.