



# CONTRACT DATA SHEET

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

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**TITLE:** RENTAL OF TRAFFIC CONTROL DEVICES

**CONTRACT #:** 0615-09 (4700006591)

**CONTRACT DATES:** 08/01/09 – 07/31/14

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

**VENDOR(S):** COMET FLASHER, INC.  
1 BABCOCK STREET  
BUFFALO, NY 14210

PH: 716-821-9595  
FAX: 716-821-8009

**TERMS AND CONDITIONS**

**BID ITEM:** RENTAL OF TRAFFIC CONTROL DEVICES

**FOR:** Department of Environmental Services

**DEPARTMENT CONTACT:** George McAvinney, (585) 753-7513

**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 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 July **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) hours** 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.

**BP#0615-09**  
**RENTAL OF TRAFFIC CONTROL DEVICES**  
**SPECIFICATION**

**1.00 GENERAL:**

**1.01 SCOPE:**

The Monroe County Department of Environmental Services is seeking a qualified bidder to provide equipment rental and service. The following outline is intended to generally describe, specify and contract the equipment rental and service.

Notwithstanding the details presented in these specifications, it is the responsibility of the bidder to verify completeness of material lists and suitability of devices to meet the intent of the specifications.

**1.02 CONTACT:**

George McAvinney  
Monroe County Department of Environmental Services  
Rochester Operations Center (**ROC**)  
444 East Henrietta Road  
Building 15  
Rochester, NY 14620  
(585) 753-7513 – Office  
e-mail: gmccavinney@monroecounty.gov

**1.03 BIDDER QUALIFICATIONS:**

Each bidder must present satisfactory proof of his capacity to meet the terms of this contract including but not limited to appropriate staff, inventory and equipment. The County shall have the sole responsibility for determining, from the information submitted by the apparent low bidder, if the proposal meets the contract specifications. Should the apparent low bidder fail to meet the requirements of the contract specifications as determined by the County's review of the bidder's submissions, the bid shall be rejected and the next bidder shall be considered the low bidder. Bidders will not be allowed to submit the proposal a second time. However, additional supplementary information may be submitted, if required by the County. Each bidder must allow the contact person or his designee to inspect the bidder's facilities to verify his capacity to complete the contract.

**1.04 BIDDER REQUIREMENTS:**

The bidder shall have the capability to provide equipment for rental after normal business hours (7:00a.m. – 4:00 p.m.) in response to the County's needs. Each bidder must supply with his bid contact names and phone numbers to cover this requirement.

**1.05 LIQUIDATED DAMAGES:**

By entering a bid, the bidder acknowledges that a fully functional traffic control device is essential for the safety of pedestrians and automobile traffic. The bidder further agrees that if he fails to keep the traffic control devices fully functional by failing to perform timely repairs or to deliver the traffic control devices in a timely manor the County will suffer damage, but such damage may not be calculable. The bidder also acknowledges that timely invoicing decreases administrative costs to the County. Invoices dated many months after receipt of goods or services results in advanced research for the verification process.

Therefore, the bidder hereby agrees that the following liquidated damages will be adhered to.

Any and all penalties shall be deducted from the bidders invoice.

- a) Failure of the Bidder to adhere to Section 2.07 “**DELIVERY**” will result in the following penalties:
  - 1) Not delivering, repairing or picking-up equipment at the Monroe County work site (as specified by the ordering agency) within two (2) hours of the verbal request of the lessee  
Seventy Five dollars (\$75.00) per day.
  
- b) Failure of the bidder to bill in a timely manner will result in the following penalties:
  - 1) Not invoicing within 90 days of the end date of the rental  
Twenty Five dollars (\$25.00) per day.

**2.00 RENTAL DESCRIPTION:**

**2.01 DEFINITIONS:**

Lessor - The Contractor(s) awarded this contract.  
Lessee - Monroe County

**2.02 RENTAL RATES:**

It is understood and agreed upon that the rental rates specified on the unit price sheet are based upon defined days of the lessee’s right to possession of and maximum use of the equipment rented. A minimum rental charge may be assessed if the total number of units required per location multiplied by the unit days of the job is less than the minimum rental charge. The minimum rental charge shall be reduced by the actual rental charge for each occurrence.

**2.03 RENTAL PERIOD:**

The rental period shall begin on the date and time of acceptance of the equipment by the lessee and shall end at the time and date of the lessee's verbal notification to the lessor that the equipment is no longer needed. If the lessor chooses to delay picking up the equipment, thereby leaving it at the site, he may do so as long as this is mutually agreeable between the two parties. However, there will be no additional charge for the equipment to the lessee once the lessor is notified that the equipment is no longer needed.

**2.04 EQUIPMENT:**

The lessor shall use reasonable care to see that the equipment is in proper working condition before shipment to the lessee. In the event of notice to the lessor by the lessee that the equipment is not in good, safe and serviceable condition and fit for use upon its arrival, the lessor shall have the obligation to put the equipment in good, safe and serviceable condition within a reasonable length of time. All traffic control devices used on street and highway construction, maintenance, utility or incident management shall conform to the applicable provisions of the U.S. Department of Transportation Federal Highway Administration's "Manual of Uniform Traffic Control" Millennium Edition manual dated December 28 2001. In addition all equipment shall also conform to NCHRP - 350 State and Local regulations, N.Y. codes, rules and regulations, section 17B.

**2.05 MAINTENANCE:**

The lessor agrees to maintain the specified equipment in good operating condition throughout the term of the rental agreement. All equipment at each site shall be checked and serviced on a weekly basis. Any deficiencies found shall be corrected at these times. A record of conditions prevalent at the time of the service check shall be recorded on a service record form and kept on file for seven years. The service record shall contain at a minimum the date and time, number of units checked, condition of units and repairs made. The lessor shall provide these records to the lessee upon request.

**2.06 RESPONSIBILITY:**

The lessor must accept full and complete responsibility for providing and maintaining equipment that is in excellent operating condition, capable of performing the tasks identified by the lessee. The lessor also must accept full responsibility for providing ATSSA certified traffic control personnel (where indicated on the unit price sheet) who can perform the work required. The lessee will not accept responsibility for any equipment or other damage or failure caused by the lessor's failure to provide equipment or personnel capable of performing the tasks specified. Any damage or loss caused to the lessor's equipment by road traffic or the public is the responsibility of the lessor.

In addition, the lessor agrees to defend, hold harmless and indemnify the lessee from and against any or all claims arising out of the acts or negligence of the lessor, its agents or employees.

**2.07 DELIVERY:**

All equipment must be delivered, repaired or picked-up at the Monroe County work site (as specified by the ordering agency) within two (2) hours of the verbal request of the lessee. Rental requests must be honored 24 hours/day, 7 days/week. Normal hours for requests shall be 7:00 a.m. to 4:00 p.m. Monday through Friday (except holidays). Any orders placed after normal hours shall be defined as off hours and may be assessed an additional delivery charge. All units shall include nominal placement at the worksite. (up to 20 units at 10 foot intervals)

Delivery may be anywhere within Monroe County with the large majority within the City of Rochester.

**2.08 ESTIMATED QUANTITIES:**

The quantities listed are **estimated annual quantities** for Monroe County and should not be construed to represent guaranteed maximum or minimum quantities to be purchased during the contract term. All payments will be made for actual quantities purchased based on the unit price.

**3.00 GENERAL EQUIPMENT DESCRIPTIONS:**

**3.01 The lessor shall supply the following items for Group 1.**

- a) Vertical air spill barricades with a 12" wide x 24" high reflective flexible panel with alternating white and orange 4" chevron striping and rubber base (overall unit height approx. 42", overall weight approx. 35lbs.) Unit shall be capable of having a type "A" barricade light mounted on it.
- b) Plastic channelizer drums 38" high x 21" inside diameter base x 18" inside diameter top, orange in color with 2 horizontal stripes of 4" white reflective tape equally spaced dividing drum into five sections. Unit shall be capable of having a type "A" barricade light mounted on it. Base shall be weighted with a recycled rubber base or tire rings. Weight of unit shall not be less than 30 lbs.
- c) Plastic stackable 42" high delineator with 16 lb. solid rubber ballast made of 100% recycled rubber. Unit shall be capable of having a type "A" barricade light mounted on it. Unit shall have no less than two bands of 6" high reflective banding.
- d) Barricade lights shall be 12 volt, "Type A" and must meet all MUTCD requirements and ITE specifications. The units shall have flasher, steady burn or 3-way modes, lenses shall be yellow.

**3.02 The lessor shall supply the following items for Group 2.**

- a) Aluminum construction signs with MUTCD approved text or symbols in various sizes.

- b)** Arrow boards shall use solar charged, battery powered LED lamps. The unit shall have a minimum size of 4 feet wide by 8 feet high. Arrow functions shall be configurable with steady left, steady right, progressive left and progressive right.
- c)** Message boards shall use solar charged, battery powered LED lamps. The unit shall have a minimum size of 10.5 feet wide by 6.3 feet high with three rows of 8 ea. characters.
- d)** Type 3 road barricades shall be 60" high and a minimum of 40" wide. Unit shall be capable of having a type "A" barricade light mounted on it.
- e)** Spring loaded sign stands shall withstands 50 mph winds and be made of powder coated steel with a dual spring design for use with rigid aluminum, wood or plastic signs 30", 36" or 48". The units shall have dual position legs for uneven terrain with an approximate net weight of 39 lbs.
- f)** Lane closure service shall be at a per hour rate for vehicles and personnel. All personnel shall be ATSSA certified.

BP#0615-09  
 RENTAL OF TRAFFIC CONTROL DEVICES  
UNIT PRICE SHEET

**GROUP 1:**

<b>DESCRIPTION</b>		<b>UNIT PRICE</b>
VERTICAL AIR SPILL BARRICADES	DAILY RATE	\$ .10
VERTICAL AIR SPILL BARRICADES	WEEKLY RATE	\$3.50
PLASTIC CHANNELIZER DRUMS	DAILY RATE	\$ .75
PLASTIC CHANNELIZER DRUMS	WEEKLY RATE	\$5.25
PLASTIC STACKABLE 42" HIGH DELINEATOR	DAILY RATE	\$ .45
PLASTIC STACKABLE 42" HIGH DELINEATOR	WEEKLY RATE	\$3.15
BARRICADE LIGHTS	DAILY RATE	\$ .55
BARRICADE LIGHTS	WEEKLY RATE	\$3.85
MINIMUM RENTAL CHARGE PER LOCATION (GROUP 1)		\$75.00
OFF HOURS DELIVERY CHARGE (GROUP 1)		\$95.00

**GROUP 2:**

ALUMINUM CONSTRUCTION SIGNS	DAILY RATE	\$ .15
ALUMINUM CONSTRUCTION SIGNS	WEEKLY RATE	\$1.05
ARROW BOARDS	DAILY RATE	\$45.00
ARROW BOARDS	WEEKLY RATE	\$315.00
MESSAGE BOARDS	DAILY RATE	\$45.00
MESSAGE BOARDS	WEEKLY RATE	\$315.00
TYPE 3 ROAD BARRICADES	DAILY RATE	\$2.50
TYPE 3 ROAD BARRICADES	WEEKLY RATE	\$17.50
METAL TUBE H-STANDS	DAILY RATE	\$1.50
METAL TUBE H-STANDS	WEEKLY RATE	\$10.50
FILLED SANDBAGS	DAILY RATE	\$.10
FILLED SANDBAGS	WEEKLY RATE	\$.70
SPRING LOADER SIGN STANDS	DAILY RATE	\$5.00
SPRING LOADED SIGN STANDS	WEEKLY RATE	\$35.00

**GROUP 2 (Continued):**

<b>DESCRIPTION</b>		<b>UNIT PRICE</b>
MINIMUM RENTAL CHARGE PER LOCATION (GROUP 2)		\$75.00
OFF HOURS DELIVERY CHARGE (GROUP 2)		\$95.00
LANE CLOSURE SERVICE VEHICLE	HOURLY RATE	\$10.00
LANE CLOSURE SVC TECHNICIAN (ATSSA certified)	STRAIGHT TIME	\$45.00
LANE CLOSURE SVC TECHNICIAN (ATSSA certified)	OVERTIME	\$67.50

**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.***