



CONTRACT DATA SHEET

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

TITLE: Airport Runway Sand

CONTRACT #: 0805-09

CONTRACT DATES: 9/4/09-8/31/11

BUYER: GARY REILICH
PHONE: 585/753-1128
FAX: 585/753-1104

VENDOR(S): Valley Sand & Gravel
96 River Rd.
PO Box 196
Scottsville, NY 14546

ph: 585-889-6016
fax: 585-889-1219

TERMS AND CONDITIONS

- BID ITEM:** Airport Runway Sand
- FOR:** Department of Aviation
- DEPARTMENT CONTACT:** Tim Woolston, (585) 753-7017
- 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. **Estimates are based upon actual annual usage for 2008 by County departments only.**
- 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** Monroe County intends to award the bid to the lowest responsive and

AWARD: 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 **August 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 per attached specifications. 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.

Specifications

BP# 0805-09 Airport Runway Sand

Greater Rochester International Airport

GENERAL:

Fine aggregate sand meeting the requirements listed below is necessary for the purpose of providing an abrasive surface during periods of snow and/or ice on all surfaces used by aircraft at the Greater Rochester International Airport.

QUANTITY:

3,000 tons per season

DETAILED SPECIFICATIONS:

Only washed, dry, sharp sand, which is free of all stones, debris, salts and other corrosive agents, shall be used. The sand gradation which is provided in the following chart meets the recommendation of the Federal Aviation Administration for use on the aircraft operating surfaces of an airport (ref. Advisory Circular 150/5200-30A) using U.S.A. Standard Sieves conforming to ASTM E 11-81.

Sieve Designation	Percent by Weight Passing
No. 8	100%
No. 30	20-50%
No. 80	0-2 %

QUALITY CONTROL:

Prior to awarding the bid, the lowest qualified bidder must demonstrate its ability to meet the specification to the satisfaction of the Director of Aviation or his designee of the Greater Rochester International Airport. They must provide to the Airport a one hundred pound sample of the final product for independent analysis.

DELIVERY:

The vendor shall be required to complete delivery of at least 2,000 tons of materials by August 31, 2009 upon receipt of a purchase order from the County of Monroe. Vendor may be required to deliver the entire 3,000 tons of material by August 31, 2009 dependent upon storage capabilities of the Airport. The vendor shall be required to stockpile 500 tons of the material until it is needed by the Airport. The Director of Aviation or his designee will determine delivery quantities.

UNIT PRICE SHEET

\$39.75/ton

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.