



CONTRACT INFO SHEET

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

DATE: **DECEMBER 14, 2016**

CONTRACT EXTENSION

BID TITLE: PAINT PRODUCTS

CONTRACT #: 1102-14 (4700007155)

CONTRACT DATES: 12/31/2014 – 12/31/2017

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

VENDOR(S): #107459
Dan O'Mara
Sherwin Williams Co.
830 Emerson St.
Rochester NY 14613-1804

CHANGES AS FOLLOWS: CONTRACT HAS BEEN EXTENDED THROUGH DECEMBER 31, 2017. **Pricing remains unchanged.**

Greg Hart
Buyer
585.753.1135

XC: BP FOLDER
VENDOR
S. Wilcox
Bid File

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

BP1102-14
TERMS AND CONDITIONS

BID ITEM:

PAINT PRODUCTS

FOR:

VARIOUS AGENCIES

DUPLICATE COPIES:

PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.

BUYER CONTACT:

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Gregory Hart

Monroe County Division of Purchasing

200 County Office Building

39 West Main Street

Rochester, NY 14614

ghart@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on 11/21/2014.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than 12/02/2014.

CONTRACT TERM:

Contract will start with the date of the contract award and run through December 31, 2015, with the option to extend the contract up to four (4) additional one (1) year periods at the mutual consent of both parties, up to a maximum of five (5) years.

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.

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 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.

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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 2009-2014 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.

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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 PURCHASE ORDER 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. **EMAILS AND FASCIMILIES 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. (Visit www.wcb.ny.gov for forms.)

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. **Bidders cannot offer the same alternate for more than one (1) item on the bid.**

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.

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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 2014 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.

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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.

Item	Material	Description	Order Unit	Unit Price
		SECTION A. LATEX AND ACRYLIC FINISHES		
10	1027667	S-W HARMONY EG-SHEL B9W1051 ACRYLIC LATEX	GAL	\$18.50
20	1027668	S-W PM200 0 VOC B30W2651 VINYL ACRYLIC, FLAT LATEX	GAL	\$12.00
30	1027669	S-W PM200 0 VOC B20W2651 VINYL ACRYLIC, EGGSHELL	GAL	\$12.50
40	1027670	S-W PM200 0 VOC B31W2651 VINYL ACRYLIC, SEMI-GLOSS	GAL	\$13.50
50	1027671	S-W DURATION HOME A97W1151 STYRENE ACRYL	GAL	\$24.00
60	1027672	S-W DURATION A98W1151 STYR ACR SEMI-GLS	GAL	\$24.50
70	1027673	S-W DTM B66W211 ACRYLIC COATING GLOSS	GAL	\$21.00
80	1027674	S-W PROPERTY SOLUTION B30W3050 FLAT LATX	GAL	\$8.00
90	1027675	S-W FAST DRYING PRIMER Y24W8980	GAL	\$16.00
100	1027676	S-W BONDING PRIMER B66A50	GAL	\$15.00
110	1027680	S-W RESILIENCE K43W51 EXTER SATIN LATEX	GAL	\$25.00
120	1027681	S-W RESILIENCE K44W51 EXT LATEX GLOSS	GAL	\$26.00
130	1030525	SW-MULTI PURPOSE LATEX PRIMER B51W00620;	GAL	\$17.00
		SECTION B. INTERIOR AND EXTERIOR OIL PAINTS		
140	1027682	S-W INDUSTRIAL ENAMEL B54WZ401 SEMI-GLSS	GAL	\$19.50
150	1027683	S-W INDUSTRIAL ENAMEL B54WZ401 GLOSS	GAL	\$19.50
160	1027684	S-W INDUSTRIAL ENAML B54WZ401 GLOSS-OSHA	GAL	\$25.00
170	1027687	S-W LOW ODOR PRIMER B49W8820	GAL	\$13.00
		SECTION C. STAINS, SPACKLE, THINNERS & MISC. COATINGS		
180	1027688	S-W POLYURETHANE VARNISH A68	GAL	\$26.00
190	1027690	S-W INTERIOR OIL STAIN A49-200-QUART	QT	\$5.00
192	1041251	WOODSCAPES EXT. ACRYL STAIN, DEEP BASE, A15W00053	GAL	\$37.99
194	1041252	WOODSCAPES EXT. ACRYL STAIN, ULTRA DEEP BASE, A15T00054	GAL	\$37.99
200	1027695	WOLMAN WHITE BASE DURASTAIN	GAL	\$14.00
210	1027691	CROWN PAINT THINNER	GAL	\$4.00
220	1027692	S-W SPACKLING PASTE C-50-QUART	QT	\$2.75
230	1027693	S-W SHRINK-FREE SPACKLE C-77	GAL	\$9.00
240	1027694	USG SHEETROCK JOINT COMPOUND-5 GALLON	PL	\$12.00
		SECTION D. SPRAY PAINTS		
250	1006456	KRYLON #KRY0341 LT GRAY PRIMER 16 OZ	CAN	\$3.05
260	1006461	KRYLON #KRY00740 ZINC GALV PRIMER 16OZ	CAN	\$3.05
270	1006464	KRYLON #KRY00339 BROWN PRIMER, 16 OZ	CAN	\$3.05
280	1006472	KRYLON #KRY00340 GRAY PRIMER, 16 OZ	CAN	\$3.05
290	1006476	KRYLON #KRY01760 SILVER METALLIC, 16 OZ	CAN	\$3.05
300	1006481	KRYLON #KRY01800 OSHA WHITE, GLOSS 16OZ	CAN	\$3.05
310	1006488	KRYLON #KRY01770 OSHA BLACK, 16 OZ	CAN	\$3.05
320	1006491	KRYLON #KRY03727 FLAT BLACK, 16 OZ	CAN	\$3.05
330	1006500	KRYLON #KRY00326 SMOKE GRAY PAINT, 16OZ	CAN	\$3.05
340	1006512	KRYLON #KRY03725 SEMI-FLAT BLACK, 16 OZ	CAN	\$3.05
350	1006516	KRYLON #KRY00332 HI HEAT BLACK PAINT	CAN	\$3.05
360	1006534	KRYLON #KRY01310 OSHA YELLOW, 16 OZ	CAN	\$3.05
370	1006539	KRYLON #KRY01515 REGAL BLUE, 16OZ	CAN	\$3.05
380	1006551	KRYLON #KRY01510 TRUE BLUE, 16 OZ	CAN	\$3.05
390	1006564	KRYLON #KKRY01415 HUNTER GREEN, 16 OZ	CAN	\$3.05
400	1006578	KRYLON #KRY01110 OSHA RED PAINT, 16 OZ	CAN	\$3.05
410	1006583	KRYLON #KRY01213 JOY ORANGE, 16 OZ	CAN	\$3.05
420	1006591	KRYLON #KRY01285 LEATHER BROWN PAINT	CAN	\$3.05
430	1006530	KRYLON #KRY01318 SCHOOL BUS YELLOW	CAN	\$3.05
440	1006602	KRYLON #KRY01812 FLUOR PAINT, RED-ORANGE	CAN	\$3.05
450	1006606	KRYLON #KRY01811 FLUORESCENT ORANGE	CAN	\$3.05

Item	Material	Description	Order Unit	Unit Price
460	1006627	KRYLON #KRY501815 FLUORESCENT GREEN	CAN	\$3.05
470	1016972	KRYLON #KRY3611 UPSIDE DOWN PAINT,RED	CAN	\$2.99
480	1006641	KRYLON #KRY3702 UPSIDE DOWN,FLUOR ORNGE	CAN	\$3.05
490	1006646	KRYLON #KRY3900 UPSIDE DOWN , WHITE	CAN	\$2.99
500	1006650	KRYLON #KRY3631 UPSIDE DOWN PAINT,GREEN	CAN	\$2.99
		SECTION E. BRUSHES, ROLLERS, PANS & SUNDRIES		
510	1007107	S-W 171-3741 ANGLE SASH, 1-1/2"	EA	\$4.75
520	1007094	S-W 171-3809 ANGLE SASH, 2"	EA	\$4.75
530	1007098	S-W 171-3817 ANGLE SASH, 2-1/2"	EA	\$6.38
540	1007103	S-W 171-3825 ANGLE SASH, 3"	EA	\$7.00
550	1007067	DISCONTINUED, USE LINE#560	EA	\$0.00
560	1007073	S-W 171-3718 FLAT SASH, 2"	EA	\$4.00
570	1007083	S-W 171-1993 FLAT SASH, 3"	EA	\$6.50
580	1027696	S-W 6508-60406 FLAT SASH, 4	EA	\$7.00
590	1007032	DISCONTINUED, USE LINE#600	EA	\$0.00
600	1007046	S-W 171-3619 CHINA BRISTLE ANGLE SASH,2"	EA	\$4.25
610	1007050	S-W 171-3627 CHINA BRISTLE ANGLE, 2-1/2"	EA	\$5.25
620	1007056	S-W 171-3635 CHINA BRISTLE ANGLE SASH,3"	EA	\$7.25
630	1007038	DISCONTINUED, USE LINE#650	EA	\$0.00
640	1007043	DISCONTINUED, USE LINE#660	EA	\$0.00
650	1007017	S-W 180-3303 WHITE CHINA VARNISH FLAT,2"	EA	\$2.00
660	1007023	S-W 180-3311 WHITE CHINA VARNISH FLAT,3"	EA	\$4.00
670	1007027	S-W 171-7214 WHITE CHINA VARNISH FLAT,4"	EA	\$7.00
680	1007062	S-W 180-9979 WHITE CHINA VARNISH FLAT,2"	EA	\$7.00
690	1007009	S-W 143-9470 WHITE CHINA VARNISH FLAT,1"	EA	\$1.75
700	1007116	S-W 143-9371 CHIP TOUCH-UP BRUSH, 1-1/2"	EA	\$0.35
710	1007120	S-W 143-9488 CHIP TOUCH-UP BRUSH, 2"	EA	\$0.35
720	1007126	S-W 591-6861 CHIP TOUCH-UP BRUSH, 2-1/2"	EA	\$0.50
730	1007132	S-W 143-9496 CHIP TOUCH-UP BRUSH, 3"	EA	\$0.50
740	1007136	S-W 174-6775 CHIP TOUCH-UP BRUSH, 4"	EA	\$1.50
750	1007248	S-W 173-4318 ROLLER COVER 9 X 3/4"	EA	\$2.25
760	1007162	S-W 180-7536 PREMIUM ROLLER 3X3/8",2/PK	PKG	\$1.25
770	1007169	BEST LIEBCO 481-9033 ROLLER COVER, 9X1/4	EA	\$1.75
780	1027701	S-W 180-7536 PREMIUM ROLLER 3X3/8", 2/PK	PKG	\$1.25
790	1007186	S-W 173-9333 POLY ROLLER COVER 9X3/8"	EA	\$1.75
800	1007194	S-W 173-4300 POLY ROLLER COVER 9X1/2"	EA	\$1.85
810	1007220	S-W 180-1497 HVY DUTY ROLLER FRAME, 9"	EA	\$1.15
820	1007207	S-W 170-0509 ROLLER FRAME, 3"	EA	\$1.10
830	1007212	S-W 180-1489 ROLLER FRAME, 9"	EA	\$1.00
840	1007230	S-W 162-6530 PLASTIC PAINT TRAY, 9"	EA	\$0.90
850	1007243	S-W 173-5380 DEEP METAL PAINT TRAY, 9"	EA	\$4.75
860	1007259	S-W 286-3751 DEEP PAINT TRAY LINER	EA	\$0.70
870	1007252	S-W 163-6133 PAINT TRAY LINER	EA	\$1.95
880	1006447	S-W 163-2447 INSULATING FOAM SEALNT,12OZ	CAN	\$2.90
890	1006438	S-W 151-8273 PAINTER'S CAULK, 35 YEAR	EA	\$1.10
900	1008542	3M #9000 SANDPAK, VERY FINE, 5 SHT/PKG	PKG	\$1.40
910	1008546	3M #9001 ALUM OXIDE SANDPAK,FINE,5 SH/PK	PKG	\$1.40
920	1008551	3M #9002 ALUM OXIDE SANDPAK,MEDIUM, 5/PK	PKG	\$1.40
930	1007142	S-W 153-4916 MASKING TAPE, 1"X60 YD	ROL	\$0.85
940	1007146	S-W 153-4924 MASKING TAPE, 2"X60 YD	ROL	\$1.35
950	1006071	S-W 161-2977 FLEXIBLE SCRAPER, 3"	EA	\$1.45

Item	Material	Description	Order Unit	Unit Price
960	1006078	S-W 162-8379 FLEXIBLE PUTTY KNIFE, 2"	EA	\$1.35
970	1006081	S-W 155-6430 STIFF PUTTY KNIFE, 2"	EA	\$2.75
980	1006090	S-W 161-2969 FLEXIBLE JOINT KNIFE, 6"	EA	\$1.99
990	1006096	S-W 161-3033 5-IN-1 PAINTERS TOOL	EA	\$2.50
1000	1006100	S-W 6500-91648 TUNGST CARBIDE SCRAPER,2"	EA	\$6.75
1010	1006105	S-W 100-1668 HVY DTY RAZR SCRAPER W/5BLD	EA	\$1.25
1020	1006109	S-W 6503-77021 CAULK GUN, 9"	EA	\$2.00
1030	1022078	S-W 107-8732 NON-SLP GRIT ADDITIVE,3.2OZ	EA	\$1.50
		SECTION F. EPOXIES & HIGH PERFORMANCE COATINGS		
1040	1027702	S-W B50WZ4 ANTI-CORROSION PRIMER	GAL	\$28.00
1050	1027703	S-W PROBLOCK B51W20 LATEX PRIMER	GAL	\$17.00
1060	1027704	S-W B70 CATALYZED EPOXY	GAL	\$35.00
1070	1027705	S-W B58 #920 MACROPOXY PRIMER, CLEAR	GAL	\$35.00
1080	1027706	S-W B58#646 MACROPOXY PRIMER,SATIN GLOSS	GAL	\$30.00