



CONTRACT DATA SHEET

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

TITLE: TRAFFIC MARKING PAINT

CONTRACT #: 0318-24 (7700000259)

CONTRACT DATES: 05/30/2024 – 04/30/2025

BUYER: Sean Wilcox
PHONE: 585/753-1136
EMAIL: swilcox@monroecounty.gov

VENDOR(S): Franklin Paint Company, Inc.
259 Cottage Road
Franklin, MA 02038

Sean Wilcox
Buyer

XC: BP FILE
VENDOR

TERMS AND CONDITIONS

BID ITEM: TRAFFIC MARKING PAINT

FOR: Department of Transportation

PURCHASING 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.

Sean Wilcox
Monroe County Division of Purchasing
39 West Main Street Room 200
Rochester, NY 14614
Email: swilcox@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 **Wednesday, April 3, 2024**.

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 **Thursday, April 4, 2024**.

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. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.** All bidders must submit proof that they have obtained the required **Workers' Compensation and Disability Benefits Insurance** coverage or **PROOF** that they are exempt. (Visit www.wcb.ny.gov for forms.)

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 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
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 **April 30, 2025**, 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 order. 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 other political subdivision or district. 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.

**EQUAL PAY
CERTIFICATION:**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

BP#0318-24
TRAFFIC MARKING PAINT
SPECIFICATIONS

SCOPE:

These specifications cover waterborne traffic paint for application on bituminous or portland cement, concrete and asphalt pavements using department-owned spray equipment at application temperatures of 60 to 150°F. The paint shall be capable of receiving and holding glass beads for producing reflectorized traffic markings. **The paint shall be 100% acrylic and must be 100 % methanol free.** Monroe County will conduct material testing to verify the paint is methanol free. If methanol is found, and the affected material replaced, subsequent tests for methanol will be conducted at the supplier's expense.

The attention of the bidder is specifically directed to the following requirement: Any paint furnished under this provision that contains non-approved constituents or does not otherwise meet these specifications shall be disposed of by the supplier and immediately replaced with acceptable material strictly at the supplier's expense, including handling and transportation charges. Furthermore, that disposal and replacement process shall include the total quantities of any contaminated paint caused by pumping unsatisfactory material into the department's storage tanks already containing paint. It is to be expressly understood that this requirement is a part of the bid.

ACCEPTABLE MANUFACTURERS:

Aexcel #72W - A042 White Jet Dry (60 Sec.)

Aexcel #72Y - A056 Yellow Jet Dry (60 Sec.)

Aexcel #72W - A037 White Fast Dry (60 - 90 Sec.)

Aexcel #72Y - A044 Yellow Fast Dry (60 - 90 Sec.)

Franklin Product # 2014 White Hydrophast (60 – 90 Sec.)

Franklin Product # 2015 Yellow Hydrophast (60 – 90 Sec.)

OR COUNTY APPROVED EQUIVALENT

DELIVERY AND PACKAGING:

Delivery for Monroe County to be F.O.B. Destination. **Vendor must contact the department at (585) 753-7847 at least 24 hours prior to delivery.** Unless requested by Monroe County, no more than two truckloads (6050 gallons) are to be delivered on any given date. Vendor must be prepared to make deliveries in the morning, preferably by 7:00 AM. Subsequent deliveries will be scheduled by Monroe County on an as needed basis. Paint is to be shipped in 275 gallon repaltainers.

A repaltainer container featuring a quick-disconnect valve, double-wired cage, metal framed pallet and virgin PE bottle. The bottle must not contain any type of liner. The 275 gallon repaltainer exceeds UN specifications for PG II & III liquids. **Containers must have toll free Phone Numbers on them** to arrange for pick up at no additional cost to the County.

Repaltainer Specifications						
Nominal Capacity	Width	Length	Height	Approx. Tare Weight	Max Gross Weight	UN Marking
275 GAL (1,040L)	39.5" (1000 mm)	47.24" (1200 mm)	45.67" (1160 mm)	205 lbs. (93 kg)	4,557 lbs. (2065 kg)	UN31HA1/Y

ALL BIDDERS MUST SUBMIT DETAILED MANUFACTURER SPECIFICATIONS FOR THE PRODUCTS OFFERED, INCLUDING THE REPALTAINER.

Fast Dry Waterborne Traffic Paint

Product Type: **Standard Fast Dry Waterborne**

Product Codes: **2014 2015 2022 2023 2024 2025**

Product Colors: **White Yellow Green Black Blue Red**

Product Description:

Lead free, fast drying, 100% acrylic waterborne traffic paint. Conforms to performance specifications referenced in Federal Specification TT-P-1952E Type I & II, Federal Specification TT-P-1952F Type I & II, & many other state & federal specifications.

Product Advantages:

- Low VOC- below 100 g/L
- Fast dry for easy traffic control
- Easy clean up with water
- For use on both concrete & asphalt
- Works well over various sealcoat applications
- Excellent bead retention (can be used without)
- Great for symbols, legends, & lane marking
- Methanol free
- Available in custom colors

Surface Conditions:

Surfaces should be cured, clean, dry, sound, and free from oil, grease, antifreeze, sand, and other debris and/or chemicals. Loose & lifting paint should be removed prior to application. Existing coatings or sealers may interfere with paint adhesion. New concrete & asphalt should be completely cured before applying (30 days for concrete, 14 days for asphalt is recommended). Check with Franklin Paint technical for more information. *If surface condition cannot be determined, a test stripe should be applied in an inconspicuous location.*

Application:

Formulated for use with airless or conventional air atomized spray equipment. For best results, apply when air and surface temperatures are above 50°F and relative humidity is below 85%. Cold paint may be heated to 110°F for desired flow properties. Heating waterborne paint will not accelerate dry time.

Physical Properties:

Coverage/Gal (15 mils wet, 4" line)	320'
Dry Time (ASTM D-711)	<10 mins
No Track Time	<60 seconds
Dry Opacity (Hiding, contrast ratio)	>0.93 (white/colors) ≥ 1.00 (black)
Viscosity (Krebs units)	80-90
Density (lbs./gal)	13.8-14.2
Directional Reflectance (Cap Y)	>88 (white) >50 (yellow)
VOC g/L	<100
% Total Solids by Weight (Non-Volatiles)	76.0 minimum
% Total Pigment by Weight	60.0-62.0
% Vehicle Solids by Weight	42.0 minimum

Cleaning:

Wet paint may be cleaned with water. Dried paint is very difficult to remove.

Storage & Shelf Life:

Store in a cool dry area, indoors, and out of direct sunlight, ideally at 60-70°F. Minimum 12 months shelf life when stored unopened, at these conditions. **KEEP FROM FREEZING!**

Limitations:

- Never mix waterborne paint with any other paint products.
- Not recommended for use over silicone sealers.
- Do not apply when rain is in forecast.
- Do not apply when temperatures are expected to fall below 32°F within 6 hours of application.
- Low temperatures & high humidity can slow dry.

BP# 0318-24
TRAFFIC MARKING PAINT
UNIT PRICE SHEET
(as of 5/30/2024)

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
White 60-90 Second Dry Traffic Paint, 275 Gallons/Repaltainer	Repaltainer	\$ <u>3,410.00</u>
Yellow 60-90 Second Dry Traffic Paint 275 Gallons/Repaltainer	Repaltainer	\$ <u>3,410.00</u>

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Seven Hundred Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.