

CONTRACT AWARD NOTIFICATION

TITLE	Infield and Turf Conditioners, Athletic Field Markers, Bases, Anchors and Rollers
CONTRACT NUMBER	RFB-WC-15047
CONTRACT PERIOD	March 12, 2018 to March 11, 2019 March 12, 2017 to March 11, 2018 March 12, 2016 to March 11, 2017
DATE OF ISSUE	March 12, 2015 March 12, 2015 to March 11, 2016
COUNTY DEPARTMENTS	PARK

A Contract has been established for Infield Clay Mix, Markers, Conditioners, Anchor, Bases and Rollers.

ADDRESS INQUIRES TO:

COUNTY DEPARTMENTS & VENDORS	POLITICAL SUBDIVISIONS
Name : Dianne Munro Title : Senior Buyer Phone : 914-231-1315 Fax : 914-231-1546 E-mail: mmcf@westchestergov.com	Customer Service Name : Dianne Munro Phone : 914-231-1315 Fax : 914-231-1546 E-mail: dmm6@Westchestergov.com

936881
 POLLACK PAINT AND FIELD
 119 WOODWORTH AVE.
 YONKERS, NY 10701

Contact: Robert Pollack
 President
 Phone: 914-968-2721
 Email: pollackpaint@aol.com

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE	DELIVERY	PAYMENT
	ATHLETIC FIELD MARKERS		POLLACK PAINT AND FIELD		
10	Athletic Field Paint In 5 Gallon Pails (Sapolin PPX Deluxe). Colors: White	5 Gallon	40.68	2 DAYS ARO	NET 30
11	Athletic Field Paint In 5 Gallon Pails (Sapolin PPX RTU). Colors: White.	5 Gallon	34.45	2 DAYS ARO	NET 30
12	Athletic Field Paint In 5 Gallon Pails (Sapolin PPX Supreme). Colors: Orange, Yellow, Blue, Maroon, Red and Pink.	5 Gallon	69.75	2 DAYS ARO	NET 30
13	Athletic Field Paint. In Spray Cans (AllAmerican) Colors: White. 20 oz., 12 per case.	cases	35.64	2 DAYS ARO	NET 30
14	Athletic Field Paint In Spray Cans (AllAmerican) Colors: Red, Black, Turf Green, Florescent Orange, Sun Yellow, Old Gold, Royal Blue, Navy, Maroon, Silver, Purple, Pink, Burgundy. 20 oz., 12 per case.	cases	38.64	2 DAYS ARO	NET 30
15	Athletic Field Paint In Spray Cans, (White Line). Color: White, 20 oz., 12 Cans/Case.	Case	35.64	2 DAYS ARO	NET 30
16	Athletic Field Paint In Spray Cans (White Line). Colors: Hot Orange, Yellow, Royal Blue, Red, Tur Green, Light Blue, Vegas Gold, Old Gold, and Black. 20 oz., 12 per case.	cases	38.64	2 DAYS ARO	NET 30
17	Louisville Slugger ® Dry Line 50 lb. Bag.	50 lb. bag	5.96	2 DAYS ARO	NET 30
18	Safety Marking Lime, (granular) PPX Pulpro #10 Premium 50 lb. bag.	50 lb. bag	6.86	2 DAYS ARO	NET 30

ITEM	DESCRIPTION	UNIT OF MEASURE	PRICE	DELIVERY	PAYMENT
	INFIELD & TURF CONDITIONERS		POLLACK PAINT AND FIELD		
19	Turface Pro League Natural Soil Conditioner. 24 Tons Per Truck Load. Truck load only. Single Delivery.	Ton	394.08	2 DAYS ARO	NET 30
20	Turface Pro League Red Soil Conditioner. 24 Tons Per Truck Load. Truck load only. Single Delivery.	Ton	522.73	2 DAYS ARO	NET 30
21	Turface Pro League Natural Soil Conditioner. 50 lb. bag. 40 bags per pallet	50 lb. bag	11.62	2 DAYS ARO	NET 30
22	Turface Moundmaster Blocks. Sold by the pallet only which contains (304) pieces per pallet.	Pallet	632.00	2 DAYS ARO	NET 30
23	Louisville Slugger ® GAME TIME H2O/ABZORB™ 50 lbs. per Bag.	50lb. Bag	10.62	2 DAYS ARO	NET 30
24	Cover Grow. 50 lb. Bag	50 lb. bag	21.21	2 DAYS ARO	NET 30
	BASES, ANCORS AND ROLLERS		POLLACK PAINT AND FIELD		
25	Bolco Model 6200 Pro Bases	set of 3	146.54	2 DAYS ARO	NET 30
26	Bsmlanch Replacement Anchors	set of 3	38.68	2 DAYS ARO	NET 30
27	Replacement hd non-absorbent roller # 02371	set of 3	174.15	2 DAYS ARO	NET 30
28	Roll-dry Replacement Rollers	set of 4	144.11	2 DAYS ARO	NET 30
29	Soft Touch Convertible Base, C15DBL-Set, 1 - 15" convertible double first base, 2- 15: base, 3 convertible tees, 1 spike down disk, 1 - 12" spike.	Set	537.28	2 DAYS ARO	NET 30
30	Soft Touch Convertible Base, C1500-Set of 3 -15" bases, 3 convertible tees.	Set	407.24	2 DAYS ARO	NET 30

SCOPE:

This is a cooperative effort among Westchester County and its political subdivisions (Cities, Towns, Villages, Fire Districts, School Districts, etc.) to:

1. Establish a contract as contractor's primary offering to Westchester County and its political subdivisions.
2. Achieve cost savings for vendors and government agencies through a single bid process that eliminates the need for multiple government bids and multiple responses by vendors.
3. Combine the requirements of government agencies regionally to achieve cost effective pricing.

DELIVERY POINT:

Delivery point shall be designated by the municipality or political subdivision. Each municipality or political subdivision shall be responsible for its own delivery points, orders and invoices. Contractor is instructed to deal individually with the political subdivision on these matters.

DELIVERY:

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order. Deliveries must be made to the political subdivision within thirty (30) days of the contractor's receipt of order. The contractor must notify the political subdivision at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made. If deliveries cannot be effected within the stated time after receipt of order, the political subdivision must be advised immediately to facilitate any purchase from an alternate source of supply.

Delivery shall be made in accordance with instructions on Purchase Order from each political subdivision. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Bureau of Purchase and Supplies.

PAYMENT

All purchase and payment transactions shall be made directly between the Contractor and ordering agency.

PRICE:

Prices include all customs duties and charges and are net, F.O.B. destination any point in Westchester County as designated by the ordering agency including unloading at point of use.

NOTE TO CONTRACTOR:

Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase order(s) from the political subdivision.

TERM OF CONTRACT AND RENEWAL:

The initial term of Contract shall be one year. Westchester County shall have the right in its best interest to renew Contract for up to three (3) additional one (1) year periods. If the County elects to renew Contract, the County will provide notice to Contractor ninety (90) days prior to the expiration date of Contract. Failure to notify Contractor within this time period shall not operate as a waiver of County's right to renew Contract. Within ten (10) Business Days of receiving such notice, Contractor shall submit a signed renewal to County. Each renewal shall be on the same terms and conditions as the prior term.

At the end of the initial term or any renewal Contractor shall, at the County's written request for an additional partial term, provide services as specified in Contract for a period not to exceed six (6) months under the same terms and conditions as the prior term.

CANCELLATION FOR CONVENIENCE:

The County retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. Any such cancellation shall have no effect on existing political subdivisions agreements, which are subject to the same 30 day discretionary cancellation or cancellation for cause by the respective political subdivision.

CONTRACT QUANTITIES:

Unless otherwise stated in the Specifications, unit prices shall not vary, notwithstanding any increase or reduction in the quantities of Goods or Services requested by the political subdivision, and no claim for damages shall be made by or allowed to Contractor by reason of such increase or reduction.

This is a Requirements Contract unless specifically stated otherwise, and the estimate of quantities of the Goods or Services required is approximate and shall in no respect be deemed a guarantee.

a. The quantities actually required to complete the Contract may be less or more than estimated, and, if less, then no action for damages or lost profits shall accrue to Contractor.

b. If the quantity (ies) varies from original estimated number or amount, then the Contract Price shall be adjusted accordingly.

Even if this is not a Requirements Contract, the County shall have the right to increase or reduce the quantity of Goods or Services by up to ten percent (10%) thereof.

REPORT OF CONTRACT PURCHASES:

A quarterly report listing totals by the full list pricing and totals by the net sales pricing shall be submitted to the Bureau of Purchase and Supplies on or before the fifteenth of the month following each quarter of the contract period.

The report is to be submitted to the Bureau of Purchase and Supplies, 375 Executive Blvd., Elmsford, NY 10523 to the attention of Dianne Munro and shall reference the contract, contract number, sales period, and contractor's name.

Failure to submit the required report may be cause for contract cancellation and disqualification of contractor for future contracts.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appear at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny. The authorized user, when purchasing from County contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements.

BID SUBMISSION:

Do not make any change to the documents of this IFB. All bidders are required to submit Bid Submissions in response to the same terms and conditions. Attempts to make changes to the IFB documents may render a Bid Submission non-responsive. Changes to the IFB documents by others are not binding on the County. Bidders are hereby notified that any attempt to change any part of this IFB shall be null and void, and that a bidder may be obligated to sign the Contract with the Bid Price offered by it with the terms and conditions as set forth in the IFB as issued (and amended) by the County.