



CONTRACT DATA SHEET

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

TITLE: DRYWALL & ACCESSORIES

CONTRACT #: 0912-02

CONTRACT DATES: 10/11/02 – 09/30/06

BUYER: Mary Ann Wood
PHONE: 585/753-1135
FAX: 585/753-1104

VENDOR(S): Gypsum Services Corporation
200 Pixley Road
P.O. Box 64561
Rochester, NY 14624

Phone: (585) 426-3100
Fax: (585) 426-3132

TERMS AND CONDITIONS

- BID ITEM:** DRYWALL AND ACCESSORIES
- FOR:** VARIOUS AGENCIES
- CONTRACT TERM:** Contract will start with the date of the contract award and run through April 30, 2003, with the option to renew the contract up to nine (9) additional six (6) month periods at 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 industry price trends. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.
- CONTRACT AWARD:** Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on Grand Total. Vendors 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.
- QUANTITIES:** The quantities listed on 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 anticipated needs for the next twelve (12) months.
- BRAND REFERENCE:** Brand reference is done in order to establish the minimum quality and performance characteristics required for each item. Alternate products of equal or better performance and quality will be considered. It shall be at the County's discretion to determine if an alternate product is acceptable, based upon manufacturer literature, and, if applicable, sample testing. Vendors must submit two copies of literature for all items bid.
- 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 COSTS:** Delivery of all items shall be F.O.B. destination. Delivery costs must be built into the unit prices charged. Delivery may be to any Monroe County location and directly to any ordering office in a location.
- DELIVERY:** All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Deliveries must be made within **one (1) week** 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.

QUALIFIED BIDDER:

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract and supply Monroe County with items within one (1) week. 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 his 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.

WARRANTY:

All warranties by manufacturer shall apply.

**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.**

**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.**

**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.

**SUBMITTAL OF
FORMAL PROPOSAL:**

Formal proposal must be legible and submitted in the original form bearing an original signature. **NEITHER FAXES OR COPIES WILL BE ACCEPTABLE.**

**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.

RELATED 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 his 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, school districts, fire districts, or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies, or corporations will have to be coordinated between that

subdivision or agency or corporations and the contractor. Orders placed against this contract between any subdivision or agency or corporation 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#0912-02
Drywall and Accessories

UNIT PRICE SHEET

| ITEM # | COMMODITY DESCRIPTION | UNIT | UNIT PRICE |
|---------------|---|-------------|-------------------|
| 01 | US GYPSUM STANDARD DRYWALL, TAPERED, 1/2"X4'X8' | SHT | \$10.56 |
| 02 | US GYPSUM STANDARD DRYWALL, TAPERED, 1/2"X4'X9' | SHT | \$11.88 |
| 03 | US GYPSUM STANDARD DRYWALL, TAPERED, 1/2"X4'X10' | SHT | \$13.20 |
| 04 | US GYPSUM STANDARD DRYWALL, TAPERED, 1/2"X4'X12' | SHT | \$15.84 |
| 05 | US GYPSUM FIRECODE DRYWALL, 1/2"X4'X8' | SHT | \$11.52 |
| 06 | US GYPSUM FIRECODE DRYWALL, 1/2"X4'X9' | SHT | \$12.96 |
| 07 | US GYPSUM FIRECODE DRYWALL, 1/2"X4'X10' | SHT | \$14.40 |
| 08 | US GYPSUM FIRECODE DRYWALL, 5/8"X4'X8' | SHT | \$11.52 |
| 09 | US GYPSUM FIRECODE DRYWALL, 5/8"X4'X9' | SHT | \$12.96 |
| 10 | US GYPSUM FIRECODE DRYWALL, 5/8"X4'X10' | SHT | \$14.40 |
| 11 | US GYPSUM FIRECODE DRYWALL, 5/8"X4'X12' | SHT | \$17.28 |
| 12 | METAL FERRING STUD, 20 GAUGE, 7/8" X 12' | LGTH | \$5.72 |
| 13 | MARINOWARE METAL STUD, 25 GAUGE, 3-5/8" X 8' | LGTH | \$3.49 |
| 14 | MARINOWARE METAL STUD, 25 GAUGE, 3-5/8" X 9' | LGTH | \$3.92 |
| 15 | MARINOWARE METAL STUD, 25 GAUGE, 3-5/8" X 10' | LGTH | \$4.36 |
| 16 | MARINOWARE METAL STUD, 25 GAUGE, 3-5/8" X 12' | LGTH | \$5.23 |
| 17 | MARINOWARE METAL STUD, 25 GAUGE, 3-5/8" X 14' | LGTH | \$6.10 |
| 18 | MARINOWARE METAL STUD, 25 GAUGE, 2-1/2" X 10' | LGTH | \$3.57 |
| 19 | MARINOWARE METAL TRACK, 25 GAUGE, 3-5/8" X 10' | LGTH | \$4.26 |
| 20 | US GYPSUM GOLD BOND DRYWALL TAPE, 250'/ROLL | ROLL | \$2.10 |
| 21 | DRYWALL COMPOUND,READY MIX,5 GALLON CAN | CAN | \$13.80 |
| 22 | DRYWALL COMPOUND, MASTIC 1 QT TUBE | TUBE | \$2.15 |
| 23 | DRYWALL FASTENERS,TECH-TIP SCREWS,1-1/4", 8000/BX | BX | \$52.00 |
| 24 | DRYWALL SCREWS, FINE, 1-1/4", 8000/BX | BX | \$36.00 |
| 25 | DRYWALL SCREWS, FINE, 2", 3500/BX | BX | \$31.50 |
| 26 | DRYWALL SCREWS, FINE, 1-5/8", 5000/BX | BX | \$32.50 |
| 27 | DRYWALL SCREWS, COURSE, 6X1-1/4", 8000/BX | BX | \$36.00 |
| 28 | DRYWALL SCREWS, COURSE, 6X1-5/8", 5000/BX | BX | \$32.50 |
| 29 | DRYWALL SCREWS, COURSE, 8X3", 2000/BX | BX | \$38.00 |
| 30 | DRYWALL SCREWS, COURSE, 8X4", 1000/BX | BX | \$42.00 |
| 31 | DIETRICH VINYL J-BEAD, 1/2" X 10' | LGTH | \$1.50 |

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 (ie. 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