



CONTRACT DATA SHEET

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

TITLE: LUMBER PRODUCTS

CONTRACT #: 0903-24 (7700000274)

CONTRACT DATES: 10/08/24 – 09/30/2025

BUYER: Regina Boss
PHONE: 585-753-1129
FAX: 585-753-1104

VENDOR(S): #11106176
84 Lumber
1505 Scottsville Road
Rochester NY 14623

Contact: Matt Dwyer
Phone: 585-436-5000
Email: Matt.Dwyer@84Lumber.com

TERMS AND CONDITIONS

BID ITEM:

LUMBER PRODUCTS

FOR:

VARIOUS AGENCIES

PURCHASING CONTACT:

Regina Boss, (585) 753-1129; rboss@monroecounty.gov

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.

Regina Boss
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Email: rboss@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than **noon (12:00 PM Eastern Standard Time) on Wednesday, September 18, 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 **Monday, September 23, 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 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 annual usage.**

**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. Monroe County has the right to request sample. 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 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.

**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 BASE BID 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 **September 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 purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

**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.

**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.

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 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 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.

BP0903-24
LUMBER PRODUCTS
UNIT PRICE SHEET

<u>MM #</u>	<u>DESCRIPTION</u>	<u>ORDER UNIT</u>	<u>UNIT PRICE</u>
	OAK		
1006597	LUMBER, CLEAR OAK, 1" X 4" X RANDOM LENGTH	FT	\$2.62
1006601	LUMBER, CLEAR OAK, 1" X 6" X RANDOM LENGTH	FT	\$3.95
1006609	LUMBER, WHITE OAK, ROUGH SAWN, 2"X12"	FT	\$4.25
	HEM-FIR, #2 AND BETTER, KILN-DRIED		
1006613	LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X2"	LFT	\$0.80
1006618	LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X4"	LFT	\$1.30
1006624	LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X6"	LFT	\$1.40
1006629	LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X8"	LFT	\$1.80
1006639	LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X10"	LFT	\$2.20
1006635	LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 2"X12"	LFT	\$2.95
1045670	LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 4"X4"	LFT	\$5.00
1045671	LUMBER, HEM-FIR, #2 AND BETTER, KILN-DRIED, 4"X6"	LFT	\$6.00
	PINE, COMMON, KILN-DRIED		
1006649	LUMBER, PINE, COMMON, KILN-DRIED, 1"X2"	LFT	\$0.50
1006656	LUMBER, PINE, COMMON, KILN-DRIED, 1"X4"	LFT	\$0.90
1006659	LUMBER, PINE, COMMON, KILN-DRIED, 1"X6"	LFT	\$1.40
1006663	LUMBER, PINE, COMMON, KILN-DRIED, 1"X8"	LFT	\$1.60
1006667	LUMBER, PINE, COMMON, KILN-DRIED, 1"X10"	LFT	\$2.10
1006671	LUMBER, PINE, COMMON, KILN-DRIED, 1"X12"	LFT	\$2.60
	PINE, C AND BETTER, KILN-DRIED		
1006682	LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X2"	LFT	\$1.00
1006686	LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X4"	LFT	\$1.70
1006691	LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X6"	LFT	\$2.30
1006695	LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X8"	LFT	\$3.50
1006700	LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X10"	LFT	\$4.50
1006704	LUMBER, PINE, C AND BETTER, KILN-DRIED, 1"X12"	LFT	\$7.50
1006709	LUMBER, PINE, C AND BETTER, KILN-DRIED, 5/4"X6"X8"	LFT	\$6.40
1006713	LUMBER, PINE, C AND BETTER, KILN-DRIED, 5/4"X10"X8"	LFT	\$11.30
1006718	LUMBER, PINE, C AND BETTER, KILN-DRIED, 5/4"X12"X8"	LFT	\$12.90
	FURRING AND MOLDING		
1006745	LUMBER, FURRING STRIP, KILN-DRIED, 1"X3"	LFT	\$0.50
1006751	WOOD MOLDING, #390 CHAIR RAIL	LFT	\$0.75
1006756	CLEAR STOP MOLD, RANCH R/L WOOD MOLDING	LFT	\$0.55
1006763	CEILING 3/4" X 3/4" COVE WOOD MOLDING	LFT	\$0.65

	PRESSURE TREATED		
1006766	LUMBER, PRESSURE TREATED, 2"X4"	LFT	\$1.25
1006772	LUMBER, PRESSURE TREATED, 2"X6"	LFT	\$1.50
1006776	LUMBER, PRESSURE TREATED, 2"X8"	LFT	\$2.55
1006782	LUMBER, PRESSURE TREATED, 2"X10"	LFT	\$2.85
1006786	LUMBER, PRESSURE TREATED, 2"X12"	LFT	\$3.20
1006791	LUMBER, PRESSURE TREATED, 4"X6"	LFT	\$3.45
1006796	LUMBER, PRESSURE TREATED, 1"X6" SQ EDGE	LFT	\$1.20
1006801	LUMBER, PRESSURE TREATED, 4"X4"	LFT	\$2.80
1006804	LUMBER, PRESSURE TREATED, 6"X6"	LFT	\$5.95
1006809	PRESSURE TREATED DECKING (ROUND EDGE) 5/4"x6"	LFT	\$3.15
1006813	LUMBER, PRESSURE TREATED, 8"X8"	LFT	\$15.95
	PLYWOOD		
1006850	PLYWOOD, EXTERIOR, ACX, 4'X8'X1/4"	SHT	\$33.00
1006858	PLYWOOD, EXTERIOR, ACX, 4'X8'X3/8"	SHT	\$40.00
1006863	PLYWOOD, EXTERIOR, ACX, 4'X8'X1/2"	SHT	\$45.00
1006868	PLYWOOD, EXTERIOR, ACX, 4'X8'X5/8"	SHT	\$48.00
1006872	PLYWOOD, EXTERIOR, ACX, 4'X8'X3/4"	SHT	\$53.00
1006877	PLYWOOD, EXTERIOR, ABX, 4'X8'X1/2"	SHT	\$51.00
1006883	PLYWOOD, EXTERIOR, ABX, 4'X8'X3/4"	SHT	\$62.00
1006888	PLYWOOD, EXTERIOR, OSB, 4'X8'X7/16"	SHT	\$32.00
1006892	PLYWOOD, EXTERIOR, OSB, 4'X8'X1/2"	SHT	\$36.00
1006894	PLYWOOD, EXTERIOR, OSB, 4'X8'X5/8"	SHT	\$40.00
1006899	PLYWOOD, SHEATHING CDX, 4'X8'X3/8"	SHT	\$44.00
1006905	PLYWOOD, SHEATHING CDX, 4'X8'X1/2"	SHT	\$48.00
1006910	PLYWOOD, SHEATHING CDX, 4'X8'X5/8" SQ EDGE	SHT	\$52.00
1006915	PLYWOOD, SHEATHING CDX, 4'X8'X3/4"	SHT	\$58.00
1006919	PLYWOOD, BBD UNDERLAYMENT, LAUAN, 4'X8'X5.2 MIL	SHT	\$29.00
1044103	PLYWOOD, CABINET GRADE, C-2, 4'X8'X1/2"- BIRCH	SHT	\$98.00
1006923	PLYWOOD, CABINET GRADE, NATURAL, 2-SIDES, 4'X8'X3/4" VENEER	SHT	\$69.00
1006933	PLYWOOD, TEXTURE 1-11 PINE, 4'X8'X5/8"	SHT	\$59.00
	NAILS		
1008427	NAILS, #6D COMMONS	LB	\$2.00
1008435	NAILS, #8D COMMONS	LB	\$2.00
1008440	NAILS, #16D COMMONS	LB	\$3.00

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.