



# CONTRACT DATA SHEET

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

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**TITLE:** PIPE AND PLUMBING SUPPLIES

**CONTRACT #:** BP#101-14

**CONTRACT DATES:** 02/14/14 - 01/31/2019

**BUYER:** Phil DiFrancesco

**PHONE:** 585/753-1130

**FAX:** 585/753-1104

**VENDOR(S):**

- 1.) COMMERCIAL PIPE & SUPPLY CORP. **Contract #4700007057**  
961 LYELL AVENUE  
ROCHESTER, NEW YORK 14606  
PHONE: 585-254-0200  
FAX: 585-254-0454
- 2.) GECK PLUMBING & HEATING SUPPLY CO., INC. **Contract #4700007058**  
620 MEIGS STREET  
ROCHESTER, NEW YORK 14620  
PHONE: 585-271-8311  
FAX: 585-271-7030
- 3.) ROCHESTER WINDUSTRIAL **Contract #4700007059**  
900 DRIVING PARK  
ROCHESTER, NEW YORK 14613  
PHONE: 585-232-6770  
FAX: 585-232-7888
- 4.) VP SUPPLY **Contract #4700007060**  
3445 WINTON PLACE  
ROCHESTER, NEW YORK 14623  
PHONE: 585-272-0110  
FAX: 585-272-2547

## TERMS AND CONDITIONS

<b><u>BID ITEM:</u></b>	<b>PIPE AND PLUMBING SUPPLIES</b>
<b><u>FOR:</u></b>	<b>Various Monroe County Departments</b>
<b><u>PURCHASING CONTACT:</u></b>	<b>Phil DiFrancesco, (585) 753-1130; <a href="mailto:pdifrancesco@monroecounty.gov">pdifrancesco@monroecounty.gov</a></b>
<b><u>DUPLICATE COPIES:</u></b>	<b><u>PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.</u></b>
<b><u>BID INFORMATION:</u></b>	<p>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.</p>
<b><u>SUBMITTAL OF FORMAL PROPOSAL:</u></b>	<p>Bid proposal must be legible and submitted in the original form, bearing an original signature. <b>EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.</b></p> <p>All bidders must submit proof that they have obtained the required <b>Workers' Compensation</b> and <b>disability benefits</b> coverage or proof that they are exempt.</p>
<b><u>SPECIFICATION ALTERATIONS:</u></b>	<p>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. <b>Only formal written addenda can materially alter this set of specifications.</b> 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.</p>
<b><u>BRAND REFERENCE:</u></b>	<p>Any reference to a product by name or selection of specific price lists is done to establish the quality and performance characteristics required and to provide a standard price list by which discounts can be compared. Items of equal or better performance and quality will be considered. All bidders must take note that submission of a bid offering other than <u>brand name products</u> specified on the price list requires the following:</p> <ol style="list-style-type: none"><li>1. Clearly state manufacturer's price list number, price column to discount, as well as the discount for the product you are offering.</li><li>2. Alternate bids from price lists of other manufacturers must offer products, which directly correspond and are exact replacements for those items originally referenced in the bid. Alternate price lists must provide a minimum coverage of <u>90%</u> of the items requested in the bid.</li></ol>

3. Include two (2) copies, at the time of the bid opening, of the alternate manufacturer's price list and catalog you are offering in your bid proposal.
4. Bidders offering an alternate manufacturer must provide direct cross-references on an item-by-item basis. Failure to do so may result in rejection of the bid. Bidders will have two business days to respond to a cross-reference request by Purchasing.
5. 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.

**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.

**METHOD OF AWARD:**

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s) as determined by applying discounts to price list columns on the Discount Price Sheet. **The County reserves the right to award the bid as a whole or by Group or Item, depending on whichever method results in the lowest overall cost to the County. Separate awards will be considered only when the price offered is great enough to offset the additional costs inherent to multiple contracts. Bidders are not required to bid on every Group included in the bid. 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 **January 31, 2015**, with the option to extend the contract for up to four (4) additional twelve (12) month terms with the mutual consent of both parties. Discount to be firm throughout the term of the contract unless a better discount is negotiated at the time of any extension.

In the event a manufacturer releases a new price list during the contract term, the contractor must provide the County with **one (1) copy** of the updated price

list and catalogs at least one (1) week prior to its taking effect. The County will honor the manufacturer's price list in effect at the time the order is placed, providing the County is in receipt of such price list.

**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. 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.

**PURCHASE ORDER  
ISSUANCE:**

Delivery of goods 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, Stock or Catalog #, List Price, Discount, 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. Pricing must be consistent with contract. 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.

**BP#101-14**  
**PIPE AND PLUMBING SUPPLIES**

**AWARD SHEET**

<b>GROUP/ ITEM#</b>	<b>MANUFACTURER</b>	<b>DESCRIPTION</b>	<b>DISCOUNT</b>	<b>AWARDED TO</b>
<b>1.</b>	<b><u>COPPER PRODUCTS</u></b>			
A.	Cambridge-Lee	Copper Tube (Water, Drainage, Refrigeration)	58%	Geck Plumbing
B.	Elkhart Products	WROT Copper Solder – Joint Fittings	79%	Geck Plumbing
C.	Elkhart Products	Cast Bronze Solder – Joint Fittings	79%	Geck Plumbing
D.	SOS Products	Sundries, Supplies, Chemicals	49%	Geck Plumbing
<b>2.</b>	<b><u>STEEL AND IRON PRODUCTS</u></b>			
A.	Matco Norca	Malleable & Cast Iron Pipe Ftgs. & Unions Class 150	92.67%	VP Supply
		Malleable & Cast Iron Pipe Ftgs. & Unions Class 300	87.50%	VP Supply
B.	Matco Norca	Welding Fittings	82.41%	VP Supply
C.	Matco Norca	Welding Flanges	71.12%	VP Supply
D.	Matco Norca	Welded Steel Pipe Nipples	87.67%	VP Supply
E.	Watts	Bronze & Iron Valves	55.77%	VP Supply
F.	Watts	Bronze, Brass, Carbon Stl, Stainless Stl Ball Valves	55.77%	VP Supply
G.	Watts	Bronze, Stainless Stl, Carbon Stl Ball Valves	55.77%	VP Supply
H.	Empire Industries	Pipe Hangers, Strut & Accessories	81.67%	VP Supply
I.	Merit Brass	Brass Pipe Nipples	95.33%	VP Supply
J.	Merit Brass	Brass Fittings	65.58%	VP Supply
K.	Homstead	Ballcentric Plug Valves 4" – 8" Diameter	40%	VP Supply
L.	Victaulic	Ductile Iron Pipe 4" – 8" Diameter ANSI/AWWA C-151/A21.51 Class 53	<b>NO AWARD</b>	
M.1	Merit	304 Stainless Steel Threaded Fittings	97.06%	VP Supply
M.2	Merit	304 Stainless Steel Threaded Nipples	81.38%	VP Supply
N.	Pratt	Series 8001 Outside Lever & Weight Check Valves Cast Iron W/Bronze Trim, 150 lb.	<b>NO AWARD</b>	
O.	Watts	Flanged OSY Resilient Wedge Gate Valves 4"-8" , 150 lb.	65.58%	VP Supply

P.	United	Carbon Steel Pipe Schedule 40/ ERW 3,4,6,8,10 inch	5.00%	VP Supply
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<b>3. <u>SOIL PIPE PRODUCTS</u></b>				
A.	Charlotte	Service Weight Pipe & Fittings	80%	Rochester Windustrial
B.	Charlotte	No-Hub Cast Iron Soil Pipe & Fittings	80%	Rochester Windustrial
C.	Charlotte	Specials and Plugs	80%	Rochester Windustrial
D.	Fernlo	Compression Gaskets & Accessories	24%	Rochester Windustrial
E.	Fernlo	No-Hub Couplings	80%	Rochester Windustrial
<b>4. <u>BATH FIXTURES/FAUCETS/SHOWER PRODUCTS/REPAIR PARTS</u></b>				
A.1.	American Standard	Fixtures	45.56%	VP Supply
A.2.	American Standard	Faucets	43.78%	VP Supply
A.3.	American Standard	Repair Parts (Fixtures & Fittings)	43.78%	VP Supply
B.1.	Lawler	Thermostatic Water Controllers, Shower Valves Accessories, Repair Kits	40%	Geck Plumbing
B.2.	Lawler	Water Mgmt Systems, Photographic Repair Kits	19%	Geck Plumbing
C.1.	Chicago Faucets	Faucets and Related	40%	Geck Plumbing
C.2.	Chicago Faucets	Repair Parts	40%	Geck Plumbing
D.1.	Powers	Valves, Pressure Balancing & Thermostatic Shower Products	45.86%	VP Supply
D.2.	Powers	Repair Parts	27.80%	VP Supply
E.	Acorn	Institutional Plumbing Fixtures, Industrial Products	+12.50%	Geck Plumbing
F.1.	T&S Brass & Bronze	Faucets, Fittings, Service Fixtures, Industrial Prod.	53%	Geck Plumbing
F.2.	T&S Brass & Bronze	Repair Parts	48%	Geck Plumbing
G.1.	Delta	Faucets & Related – Residential	45%	Geck Plumbing
G.2.	Delta	Faucets & Related – Commercial	45%	Geck Plumbing
G.3.	Delta	Faucets & Related – Commercial Addendum	45%	Geck Plumbing
G.4.	Delta	Full-Line Catalog - Commercial	45%	Geck Plumbing

H.1.	Leonard	Shower and Related	36%	Rochester Windustrial
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H.2.	Leonard	Repair Parts	36%	Rochester Windustrial
I.	Bradley	Plumbing Fixtures Repair Parts	10%	Geck Plumbing
J.	Watts	Brass Tubular Goods Only	40%	Geck Plumbing
K.1.	Sloan	Flushometers & Shower Heads	49%	Geck Plumbing
K.2.	Sloan	Repair Parts & Kits	49%	Geck Plumbing
L.1.	Watts	Water Safety, Flow Control, Backflow Prevention Products	55.77%	VP Supply
L.2.	Watts	Repair Pits and Service Parts	45.88%	VP Supply
L.3.	Watts	Backflow Prevention Products, Repair Kits & Service Parts	33.33%	VP Supply
M.1.	Brass Craft	Brass Fittings	60%	Rochester Windustrial
M.2.	Brass Craft	Water Supplies	60%	Rochester Windustrial
N.	Fluidmaster	Repair, Replacement Parts	55%	Geck Plumbing

**5. PVC PRODUCTS**

A.	Charlotte	PVC Pressure Pipe, SCH 40 and 80	30%	VP Supply
B.	Ipex	Pressure Fittings, SCH 40	76%	Commercial Pipe
C.	Spears	Pressure Fittings, SCH 80	82%	Commercial Pipe
D.	Spears	Nipples, SCH 80 & Polyethylene	50%	Commercial Pipe
E.	Ipex	CPVC Fittings, SCH 80	82%	Commercial Pipe
F.	Spears	DWV-PVC Fittings	57%	Commercial Pipe
G.	Hayward	Thermoplastic Valves & Accessories (Ball, Gate, Butterfly & Diaphragm)	A-Group – 70% B-Group – 40% C-Group – 30%	Commercial Pipe Commercial Pipe Commercial Pipe



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<b>6.     <u>PRESS-ABLE FITTINGS, VALVES AND TOOLS</u></b>				
A.	Viega Pro Press	Fittings	55.56%	VP Supply
B.1.	Nibco Press	Fittings	51.10%	Commercial Pipe
B.2.	Nibco Press	Valves	61%	Commercial Pipe
B.3.	Nibco Press	Tools & Accessories	37%	Commercial Pipe
C.1.	Apollo XPress	Valves	42%	Rochester Windustrial
C.2.	Apollo XPress	Fittings	55%	Rochester Windustrial

**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 (i.e. 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.***