



CONTRACT DATA SHEET

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

TITLE: GRASS SEED AND HYDROSEED

CONTRACT #: BP#0408-17

CONTRACT DATES: 5/19/17 – 05/31/19

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): NORTHERN NURSERIES OF NY INC.
7532 PITTSFORD-PALMYRA ROAD
FAIRPORT, NY 14450
PH: 585-427-2070
FAX: 585-223-7045

SITEONE LANDSCAPE SUPPLY
1385 EAST 36TH STREET
CLEVELAND, OH 44114
PH: 800-321-5325 EXT. 2550
FAX: 248-581-1433

TERMS AND CONDITIONS

BID ITEM:

GRASS SEED AND HYDROSEED

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.

Sharon Berndt
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: sberndt@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 **Monday, May 1, 2017**.

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, May 4, 2017**.

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** coverage or proof that they are exempt if awarded the contract.

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.

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.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **May 31, 2018**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

**METHOD OF
AWARD:**

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a **whole or by 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 item included in the bid; however, they must bid on every item within each Section 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.

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.

**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.**

**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..

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.

ITEM _____ GRASS SEED – GENERAL MIX (HIGHWAY BLEND)

DESCRIPTION:

This item shall include providing grass seed to any point F.O.B. in Monroe County within 24 hours of order.

MATERIAL REQUIREMENT:

Material shall meet the requirements of the New York State Department of Transportation Standard Specifications, Section 713, latest revision. All seed shall be entophyte enhanced for disease resistance. All germination testing shall be no more than six months from the date of purchase.

Grass seed shall meet the requirements below:

NAME	% PER LB.
Fine Textured Perennial Rye	50%
Chewing Fescue	20%
Creeping Red Fescue	15%
Kentucky Blue Grass	15%
Weed seed shall not exceed	0.05%
Noxious seed shall not exceed	0.0%
Crop seed shall not exceed	0.0%
Inert matter shall not exceed	1.5%
Germination shall not be less than	90%

METHOD OF MEASUREMENT:

The quantity of material to be paid for will be measured by the 50 pound bag.

BASIS OF BID:

The unit price bid solicited is per 50 lb. bag F.O.B. at any point in Monroe County within 24 hours of order.

BASIS OF PAYMENT:

Payment will be made under:

<u>Item No.</u>	<u>Description</u>	<u>Pay Unit</u>
	Grass Seed – General Mix (Highway Blend)	50 Lb. Bag

ITEM _____ GRASS SEED – PREMIUM MIX (PURE WATERS BLEND)

DESCRIPTION:

This item shall include providing grass seed to any point F.O.B. in Monroe County within 24 hours of order.

MATERIAL REQUIREMENT:

Material shall meet the requirements of the New York State Department of Transportation Standard Specifications, Section 713, latest revision. All seed shall be entophyte enhanced for disease resistance. All germination testing shall be no more than six months from the date of purchase.

Grass seed shall meet the requirements below:

NAME	% PER LB.
Kentucky Bluegrass	40%
Fine Texture Perennial Rye	35%
Chewing Fescue	25%
Weed seed shall not exceed	0.05%
Noxious seed shall not exceed	0.0%
Crop seed shall not exceed	0.0%
Inert matter shall not exceed	1.5%
Germination shall not be less than	90%

METHOD OF MEASUREMENT:

The quantity of material to be paid for will be measured by the pound.

BASIS OF BID:

The unit price bid solicited is per 50 lb. bag F.O.B. at any point in Monroe County within 24 hours of order.

BASIS OF PAYMENT:

Payment will be made under:

Item No.	<u>Description</u>	<u>Pay Unit</u>
	Grass Seed – Premium Mix (Pure Waters Blend)	50 Lb. bag

**ITEM _____ GRASS SEED – QUICK GROW / TRIPLE PERENIAL RYEGRASS MIX
(MILL SEAT BLEND)**

DESCRIPTION:

This item shall include providing grass seed to any point F.O.B. in Monroe County 24 hours of order.

MATERIAL REQUIREMENT:

Material shall meet the requirements of the New York State Department of Transportation Standard Specifications, Section 713, latest revision. All seed shall be entophyte enhanced for disease resistance. All germination testing shall be no more than six months from the date of purchase.

Grass seed shall meet the requirements below:

NAME	% PER LB.
Prelude II Perennial Ryegrass	33%
Elf Perennial Ryegrass	33%
Palmer II Perennial Ryegrass	33%
Weed seed shall not exceed	0.05%
Noxious seed shall not exceed	0.0%
Crop seed shall not exceed	0.0%
Inert matter shall not exceed	1.5%
Germination shall not be less than	90%

METHOD OF MEASUREMENT:

The quantity of material to be paid for will be measured by the 50 pound bag.

BASIS OF BID:

The unit price bid solicited is per 50 lb. bag F.O.B. at any point in Monroe County within 24 hours of order.

BASIS OF PAYMENT:

Payment will be made under:

<u>Item No.</u>	<u>Description</u>	<u>Pay Unit</u>
	Grass Seed – Quick Grow / Triple Perennial Ryegrass Mix Seat Blend)	(Mill 50 Lb. bag

27D GRASS SEED – QUICK GROW – TRIPLE PERENNIAL RYEGRASS – MIL SEAT BLEND

ITEM _____ GRASS SEED – ANNUAL RYEGRASS

DESCRIPTION:

This item shall include providing grass seed to any point F.O.B. in Monroe County 24 hours of order.

MATERIAL REQUIREMENT:

Material shall meet the requirements of the New York State Department of Transportation Standard Specifications, Section 713, latest revision. All seed shall be entophyte enhanced for disease resistance. All germination testing shall be no more than six months from the date of purchase.

Grass seed shall meet the requirements below:

NAME	% PER LB.
Annual Ryegrass	100%

Weed seed shall not exceed	0.05%
Noxious seed shall not exceed	0.0%
Crop seed shall not exceed	0.0%
Inert matter shall not exceed	1.5%
Germination shall not be less than	90%

METHOD OF MEASUREMENT:

The quantity of material to be paid for will be measured by the 50 pound bag.

BASIS OF BID:

The unit price bid solicited is per 50 lb. bag F.O.B. at any point in Monroe County within 24 hours of order.

BASIS OF PAYMENT:

Payment will be made under:

Item No.	<u>Description</u>	<u>Pay Unit</u>
	Grass Seed – Annual Ryegrass	50 Lb. bag

ITEM _____ HYDROSEED MULCH (CELLULOSE – PAPER)

DESCRIPTION:

This item shall include providing packaged bales of paper hydroseed mulch to any point F.O.B. in Monroe County within 24 hours of order.

MATERIAL REQUIREMENT:

Material shall meet the requirements of the New York State Department of Transportation Standard Specifications, Section 713, latest revision. The material shall be manufactured from recycled cellulose fibers and be 100% biodegradable, with a maximum moisture content of 14%. All mulch shall be free of all weed seeds, dyed in a dark green for easy metering, free of any growth inhibiting factors.

METHOD OF MEASUREMENT:

The quantity of material to be paid for will be measured by the pound.

BASIS OF BID:

The unit price bid solicited is per lb. F.O.B. at any point in Monroe County within 24 hours of order.

BASIS OF PAYMENT:

Payment will be made under:

Item No.	<u>Description</u>	<u>Pay Unit</u>
	HYDROSEED MULCH (CELLULOSE- PAPER)	Lb.

ITEM_____HYDROSEED MULCH (WOOD AND CELLULOSE FIBER MIXTURE)

DESCRIPTION:

This item shall include providing packaged bales of a combination of wood and cellulose(paper) hydroseed mulch to any point F.O.B. in Monroe County within 24 hours of order.

MATERIAL REQUIREMENT:

Material shall meet the requirements of the New York State Department of Transportation Standard Specifications, Section 713, latest revision. The material shall be manufactured from recycled wood and cellulose fibers. The mixture shall contain 70% recycled wood fiber and 30% recycled paper products. The mixture shall be 100% biodegradable, with a maximum moisture content of 14%. All mulch shall be free of all weed seeds, dyed in a dark green for easy metering, free of any growth inhibiting factors.

METHOD OF MEASUREMENT:

The quantity of material to be paid for will be measured by the pound.

BASIS OF BID:

The unit price bid solicited is per Pound (lb.) F.O.B. at any point in Monroe County within 24 hours of order.

BASIS OF PAYMENT:

Payment will be made under:

<u>Item No.</u>	<u>Description</u>	<u>Pay Unit</u>
	HYDROSEED MULCH (WOOD AND CELLULOSE FIBER MIXTURE))	Lb.

ITEM _____ HYDROSEED TACKIFIERS

DESCRIPTION:

This item shall include providing packaged containers of hydroseed tackifiers to any point F.O.B. in Monroe County within 24 hours of order.

MATERIAL REQUIREMENT:

Material shall meet the requirements of the New York State Department of Transportation Standard Specifications, Section 713, latest revision. The material shall be non- asphaltic in nature and contain polyacrylamide (PAM) copolymers and hydro-colloid polymers. The material shall contain a concentrated green dye for easy metering.

METHOD OF MEASUREMENT:

The quantity of material to be paid for will be measured by the Pound (lb.)

BASIS OF BID:

The unit price bid solicited is per lb F.O.B. at any point in Monroe County within 24 hours of order.

BASIS OF PAYMENT:

Payment will be made under:

<u>Item No.</u>	<u>Description</u>	<u>Pay Unit</u>
	HYDROSEED TACKIFIER	Lb.

**BP #0408-17
GRASS SEED & HYDROSEED**

UNIT PRICE SHEET

NORTHERN NURSERIES OF NY INC.

Phone: (585) 427-2070

ITEM#	DESCRIPTION / MATERIAL	UOM	UNIT PRICE	PRODUCT NAME
1	Grass Seed Premium Mix (Pure Waters Blend)	50 # Bag	\$ 96.00/bag	Mt. View
2	Hydroseed Mulch (Cellulose – Paper) 50# Bale	Lb.	\$.21/lb.	Terra Mulch - \$10.50/Bale
3	Hydroseed Mulch (Wood and Cellulose Fiber Mixture) 5 # Bale	Lb.	\$.28/lb.	Terra Mulch - \$13.75/Bale
4	Hydroseed Tackifiers, 32 # Case	Lb.	\$5.06/lb.	32 # Case - \$161.92

SITEONE LANDSCAPE SUPPLY

Phone: (800) 321-5325 Ext. 2550

ITEM#	DESCRIPTION / MATERIAL	UOM	UNIT PRICE	PRODUCT NAME
1	Grass Seed General Mix (Highway Blend)	50 # Bag	\$ 65.73/bag	#20-06-250 Contractors Seed Mix, 50 lb.
2	Grass Seed Quick Grow / Triple Perennial Ryegrass Mix, (Mill Seat Blend)	50 # Bag	\$ 69.23/bag	#30-62-950 Double Eagle Blend
3	Grass Seed Annual Ryegrass (\$.82/lb, - 50# Bag)	Lb.	\$.82/lb	#20-02-850 Annual Ryegrass Seed, 50 lb.