



# CONTRACT DATA SHEET

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

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**TITLE:** LAWN CARE PRODUCTS

**CONTRACT #:** BP#510-17

**CONTRACT DATES:** 07/06/17 - 05/31/2022

**BUYER:** Phil DiFrancesco

**PHONE:** 585/753-1130

**FAX:** 585/753-1104

**VENDOR(S):**

- 1.) NUTRIEN AG SOLUTIONS, INC. (NAGS) **Contract #4700007404**  
1173 PITTSFORD-VICTOR ROAD, SUITE 110  
PITTSFORD, NY 14534  
PHONE: 315-332-0909
- 2.) FIRST TURF AND ORNAMENTAL (FTO) **Contract #4700007405**  
3349 MONROE AVENUE, #290  
ROCHESTER, NEW YORK 14618  
PHONE: 585-721-9342

## TERMS AND CONDITIONS

<b><u>BID ITEM:</u></b>	<b>LAWN CARE PRODUCTS</b>
<b><u>FOR:</u></b>	<b>Monroe County Parks Department</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 and Disability Benefits Insurance</b> coverage or <b>PROOF</b> that they are exempt. (Visit <a href="http://www.wcb.ny.gov">www.wcb.ny.gov</a> for forms.)</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>QUANTITIES:</u></b>	<p>The quantities listed are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.</p>
<b><u>BRAND REFERENCE:</u></b>	<p>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. The acceptance of a bidder's alternate rests solely with Monroe County.</p>

**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.

**METHOD OF  
AWARD:**

Monroe County intends to award one or more contract(s) to the lowest responsive and responsible bidder(s), based on unit cost. **The County reserves the right to award the bid as a whole or by Group 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 Group or every Item, 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 **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.

**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 **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.

**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.

**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. 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 political subdivision or district located in New York State. 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.

**BP510-17**  
**LAWN CARE PRODUCTS**  
**SPECIFICATIONS**

**1.00 GENERAL:**

**1.01 SCOPE:**

The Monroe County Parks Department is seeking qualified bidders to furnish Lawn Care Products, for the Monroe County Golf Courses, as requested.

**1.02 GOLF COURSE LOCATIONS:**

Durand Eastman Park GC  
1200 Kings Highway North  
Rochester, NY 14617

Genesee Valley Park GC  
995 East River Rd  
Rochester, NY 14623

Churchville Park GC  
629 Kendall Rd  
Churchville, NY 14428

**1.03 BUYER 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.

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

Email: [pdifrancesco@monroecounty.gov](mailto:pdifrancesco@monroecounty.gov)

**1.04 ESTIMATED QUANTITIES:**

The quantities listed are **estimated quantities** for Monroe County and should not be construed to represent guaranteed maximum or minimum quantities to be procured during the contract term. All payments will be made for actual quantities procured based on the unit price.

BP510-17  
LAWN CARE PRODUCTS  
UNIT PRICE/AWARD SHEET  
UPDATED 6/01/2021

VENDORS: NAGS – NUTRIEN AG SOLUTIONS  
FTO - FIRST TURF & ORNAMENTAL

<u>GROUP</u>	<u>VENDOR</u>	<u>MM#</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE</u>
<b>A.</b>			<b><u>FUNGICIDES</u></b>		
ITEM					
1.	FTO	1043252	Azoxystrobin	Lbs.	\$136.43
2.	NAGS	1043253	Propiconazole	Gal.	\$47.93
3.	FTO	1043254	Iprodione	Gal.	\$60.00
4.	NAGS	1043255	Chlorothalonil	Gal.	\$42.20
5.	NAGS	1043256	Triadimefon	Gal.	\$554.00
6.	NAGS	1043257	Tartan	Gal.	\$340.00
7.	<del>FTO</del>	<del>1043258</del>	<del>Interface</del> NO LONGER AVAILABLE	<del>Gal.</del>	
8.	NAGS	1043259	Mancozeb	Gal.	\$33.45
9.	FTO	1043260	Mefenoxam	Gal.	\$399.69
10.	FTO	1043261	Secure	Gal.	\$617.00
11.	FTO	1043262	Turfcide	Gal.	\$59.34
12.	FTO	1043263	Tebuconazole	Gal.	\$77.45
12.5	FTO	1046628	QP Flex Guard Secure	Gal.	\$350.69
12.75	FTO	1046912	Prime Source Fluazinam	EACH	\$1,250.00
<b><u>GROUP</u></b>					
<b>B.</b>			<b><u>FERTILIZERS</u></b>		
ITEM					
13.	NAGS	1043264	0-0-22 K-MAGS	50 Lb.Bag	\$22.50
14.	NAGS	1043265	15-0-30 NUT SOP	50 Lb.Bag	\$36.50
15.	NAGS	1043267	Starphite 2-40-16 Phosphite	Gal.	\$21.95

16.	NAGS	1043268	Prospect 6-0-1 + Micros	Gal.	\$24.50
16.	NAGS	1047756	AWAKEN, 3D, IN 2X2, GAL. CASE.	Gal.	\$30.00
17.	NAGS	1043269	46-0-0 UMAXX	50 Lb.Bag	\$35.50
18.	FTO	1043270	Early Bird 3-0-1 Organic	50 Lb.Bag	\$56.00
DISCONTINUED					
DISCONTINUED					
<b>ITEM</b>	<b><u>VENDOR</u></b>	<b><u>MM#</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>UNIT OF MEASURE</u></b>	<b><u>UNIT PRICE</u></b>
19.	FTO	1043271	0-0-48 Polyon	50 Lb.Bag	\$63.12
20.	NAGS	1043272	28-0-10 72% BCMU	50 Lb.Bag	\$25.10
21.	NAGS	1043273	18-24-12 Starter Fertilizer	50 Lb.Bag	\$20.15
<b><u>GROUP C.</u></b>			<b><u>HERBICIDIES</u></b>		
22.	FTO	1043274	Quicksilver	8 oz.	\$177.65
23.	NAGS	1043275	Dimension Type Product	Quantity to Treat 30 Acres	\$936.00
24.	NAGS	1043276	Three Way Type Product	Gal.	\$21.40
25.	FTO	1043277	Barricade Type Product	Gal.	\$89.68
26.	NAGS	1043278	Glyphosate	Gal.	\$22.85
<b><u>GROUP D.</u></b>			<b><u>WETTING AGENTS</u></b>		
<b>ITEM</b>					
27.	NAGS	1043279	Neptune	Gal.	\$80.75
28.	NAGS	1043280	Respond	Gal.	\$46.75
<b><u>GROUP E.</u></b>			<b><u>GROWTH REGULATORS</u></b>		
<b>ITEM</b>					
29.	FTO	1043281	Proxy Type Product	Gal.	\$31.77



30.	NAGS	1043282	Primo Type Product	Gal.	\$113.64
<b><u>GROUP F.</u></b>					
<b><u>MISCELLANEOUS TURF CARE PRODUCTS</u></b>					
			LI 700		
31.	NAGS	1043283		Gal.	\$32.00
				<b><u>UNIT OF MEASURE</u></b>	<b><u>UNIT PRICE</u></b>
<b><u>ITEM</u></b>	<b><u>VENDOR</u></b>	<b><u>MM#</u></b>	<b><u>DESCRIPTION</u></b>		
32.	NAGS	1043284	Sarge (Turfscreen)	Gal.	\$89.50
33.	FTO	1043285	Blue Spray Pattern Indicator	Gal.	\$34.00
34.	NAGS	1043286	De Foamer	Quart	\$19.07
35.	NAGS	1043287	Foamer	Gal.	\$29.50
<b><u>GROUP G.</u></b>					
<b><u>INSECTICIDES</u></b>					
36.	FTO	1043288	Imidacloprid	Gal.	\$53.93
37.	FTO	1043289	Bifenthrin	Gal.	\$46.61
38.	FTO	1043290	Servin SL	Gal.	\$51.83
<b><u>GROUP H.</u></b>					
<b><u>ORNAMENTAL LABEL PRODUCTS</u></b>					
39.	NAGS	1043291	Tree-age (Arborjet)	Liter	\$469.00
40.	NAGS	1043292	IMA-jet (Arborjet)	Liter	\$284.05
41.	NAGS	1043293	<del>Safari 20 SG (Valent)</del>	<del>16 oz. Bottle</del>	<del>\$111.76</del>
41.	NAGS	1045582	Safari 20 SG 3LB (Valent/Nufarm)	3 LB Bottle	\$343.35
42.			Dinotefuran 20%	NO AWARD	
43.	FTO	1043294	Talstar (FMC) Bifenthrin 7.9%	Gal.	\$56.81

~~Marathon 1% Granular (OHP) — DISCONTINUED~~

44.	NAGS	1043295	5 Lb. Jug	\$60.00
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**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.***