



# CONTRACT DATA SHEET

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

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**TITLE:** AMES YARD TOOLS

**CONTRACT #:** 0308-02

**CONTRACT DATES:** 03/25/02 – 04/30/07

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

**VENDOR(S):** Cook Iron Store Co. Inc.  
128 St. Paul Street  
Rochester, NY 14603  
Phone: 454-5840  
Fax: 325-4465

## TERMS AND CONDITIONS

- BID ITEM:** **AMES YARD TOOLS**
- 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 four (4) additional one (1) year 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 actual annual usage for 1998 – 2002 by County departments only.
- 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 two (2) weeks. 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.

**BP0308-02**  
**AMES LAWN GARDEN TOOLS**  
**COOK IRON A07241**

| <b>COMMODITY DESCRIPTION</b>                                 | <b>UNIT COST</b> | <b>UNIT</b> |
|--|------------------|-------------|
| AMES #1194500 GARDEN PICK MATTOCK                            | \$14.06          | EA          |
| AMES #1160000 POST HOLE DIGGING/TAMPER BAR                   | \$18.00          | EA          |
| AMES #1160100 PINCH POINT CROW BAR                           | \$22.73          | EA          |
| AMES #1160200 WEDGE POINT CROW BAR                           | \$22.73          | EA          |
| AMES #1160300 PENCIL POINT SAN ANGELO BAR                    | \$16.99          | EA          |
| AMES #61024A LIGHTWEIGHT LANDSCAPE RAKE, 24"                 | \$26.25          | EA          |
| AMES #61030C CONSTRUCTION RAKE, 30"                          | \$28.90          | EA          |
| AMES #61036A ALUMINUM LANDSCAPE RAKE, 36"                    | \$30.71          | EA          |
| AMES #63036C CONTRACTOR LUTE, 36"                            | \$33.59          | EA          |
| AMES #1800200 4-TINE GARDEN CULTIVATOR                       | \$13.76          | EA          |
| AMES #1830700 2-PRONG WEEDING HOE, 48" HANDLE                | \$11.69          | EA          |
| AMES #1847900 WELDED GARDENER HOE, 51" LACQUERED HANDLE      | \$13.76          | EA          |
| AMES #1853000 LEVEL HEAD RAKE, 14 TINE, 60" HANDLE           | \$12.91          | EA          |
| AMES #1868400 MORTAR MIXER HOE, PERFORATED                   | \$34.00          | EA          |
| AMES #1868600 MORTAR MIXER HOE, WELDED                       | \$13.76          | EA          |
| AMES #1886600 TOUGH BOW RAKE, 14 TINE, 51" HANDLE            | \$13.76          | EA          |
| AMES #1886700 FORGED BOW RAKE, 14 TINE, 60" HANDLE           | \$21.15          | EA          |
| AMES #1887000 HEAVY ASPHALT RAKE, 14 TINE, 60" HANDLE        | \$38.41          | EA          |
| AMES #1887200 STRAIGHT LEVEL HEAD RAKE, 16T                  | \$24.70          | EA          |
| AMES #1923000 GREENSWEEPER LAWN RAKE, POLY, 30"              | \$9.94           | EA          |
| AMES #1945100 WEED CUTTER, SERRATED DBL-EDGE BLADE, 30" HNDL | \$12.06          | EA          |
| AMES #TPHD POST HOLE DIGGER                                  | \$25.40          | EA          |
| AMES #1706100 POST HOLE DIGGER, HERCULES 4" HANDLE           | \$44.89          | EA          |
| AMES #1709300 POST HOLE DIGGER, 48" FIBERGLASS HANDLE        | \$42.29          | EA          |
| AMES #1709400 POST HOLE DIGGER, IWAN PATTERN AUGER           | \$52.06          | EA          |
| AMES #1908300 DOUBLE EDGE SAW                                | \$7.34           | EA          |
| AMES #1909900 BOW SAW WITH TUBULAR STEEL FRAME               | \$4.96           | EA          |
| AMES #B0504 BARLEY/STRAW FORK                                | \$37.45          | EA          |
| AMES #81A ALUMINUM GENERAL PURPOSE SCOOP                     | \$23.38          | EA          |
| AMES #1201100 SQUARE POINT SHOVEL, 47" HANDLE                | \$36.93          | EA          |
| AMES #1201700 ROUND POINT SHOVEL, 47" HANDLE                 | \$36.93          | EA          |
| AMES #1303500 KODIAK SHOVEL, LH SQUARE POINT                 | \$27.63          | EA          |
| AMES #1309300 SQUARE POINT D-HANDLE SHOVEL                   | \$23.59          | EA          |
| AMES #1309600 ROUND POINT D-HANDLE SHOVEL                    | \$23.59          | EA          |
| AMES #1311900 KODIAK STEEL SCOOP,PLAIN BLADE,EASTERN PATTERN | \$30.44          | EA          |
| AMES #1345200 ROUND POINT SHOVEL, 29" POWER-D FIBRGLS HANDLE | Discontinued     | EA          |

| COMMODITY DESCRIPTION                                       | UNIT COST    | UNIT |
|---|--------------|------|
| AMES #1345300 ROUND POINT SHOVEL, 47" FIBERGLS HNDL         | Discontinued | EA   |
| AMES #1410000 GENERAL PURPOSE SHOVEL, 48" HANDLE            | \$18.70      | EA   |
| AMES #1572700 SQ POINT GARDENER SHOVEL, ERGO D-GRIP         | \$15.04      | EA   |
| AMES #1572800 SQUARE PT GARDENER SHOVEL, TPR SOCKET         | \$13.76      | EA   |
| AMES #1572900 ROUND POINTGARDENER SHOVEL, ERGO D-GRP        | \$15.04      | EA   |
| AMES #1574000 ROUND POINT GARDENER SHOVEL, 48" HANDL        | \$13.76      | EA   |
| AMES #1574100 GARDEN SPADE, 33" ERGO GRIP                   | \$16.90      | EA   |
| AMES #1650500 ALUMINUM SCOOP, RIBBED BLADE, 27" D-GRIP      | \$44.46      | EA   |
| AMES #1800300 SPADING FORK                                  | \$20.09      | EA   |
| AMES #1804100 4-TINE POTATO HOOK                            | \$30.23      | EA   |
| AMES #1804600 4-TINE HEAVY HOOK, 54" HANDLE                 | \$33.95      | EA   |
| AMES #1824800 COMPOST FORK, 5-TINE                          | \$30.14      | EA   |
| AMES #1893200 SPADING FORK                                  | \$17.59      | EA   |
| AMES #1896000 MANURE/BEDDING FORK, 10 TINE                  | \$35.44      | EA   |
| AMES #2019400 REPAIR HANDLE, 46" TAPERED                    | \$11.59      | EA   |
| AMES #1627800 POLY SNOW SHOVEL,13-1/2X18, 33" D-GRIP HNDL   | \$12.15      | EA   |
| AMES #1640400 ALUM SNOW SHOVEL,14-1/2X18, 39" D-GRIP HNDL   | \$17.39      | EA   |
| AMES #1640700 STEEL SNOW SHOVEL,14-1/2X18, 339" D-GRIP HNDL | \$14.29      | EA   |
| AMES #1641900 ALUMINUM SNOW PUSHER,12X24, 48" STRAIGHT HNDL | \$19.24      | EA   |
| AMES #1691500 STEEL SNOW PUSHER/SHOVEL 48" STRAIGHT HNDL    | \$17.05      | EA   |
| AMES #1647800 WELDED SIDEWALK SCRAPER                       | \$9.09       | EA   |
| AMES #1940800 HEAVY DUTY ICE CHISEL                         | \$21.63      | EA   |
| AMES #2301900 HEDGE SHEARS, 8" TFE NON-STICK BLADE          | \$8.40       | EA   |
| AMES #2342530 LOPPING SHEARS                                | \$14.40      | EA   |
| AMES #2343430 MIRACLE SERIES ANVIL PRUNER, 8"               | \$8.45       | EA   |
| AMES #2346130 HEDGE SHEARS, 8" NOTCHED TFE BLADE            | \$14.40      | EA   |
| AMES #BP8 WHEELBARROW, 8 CU FT, POLYETHYLENE TRAY           | \$123.23     | EA   |
| AMES #BP10 WHEELBARROW, 10 CU FT, POLYETHYLENE TRAY         | \$150.01     | EA   |
| AMES #CP6 WHEELBARROW, 6 CU FT, POLYETHYLENE TRAY           | \$72.06      | EA   |
| AMES #FFTCC WHEELBARROW WHEEL ASSEMBLY, 8"                  | \$39.94      | EA   |
| AMES #M6T22 WHEELBARROW, 6 CU FT, OILUBE BEARING            | \$105.30     | EA   |
| AMES #30MB MORTAR MIXING BOX, 6 CU FT                       | \$104.91     | EA   |

## 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.***