



CONTRACT DATA SHEET

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

TITLE: Odor Neutralizing Chemical

CONTRACT #: 0207-06

CONTRACT DATES: 3/27/06-3/31/11

BUYER: Sharon A. Berndt
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): Chematrix Inc.
F/K/A Sheridan Soft Water Service
493 Kennedy Road. – Suite 7
Buffalo, NY 14227

ph: 716-893-1600

TERMS AND CONDITIONS

- BID ITEM:** Odor Neutralizing Chemical
- FOR:** DEPARTMENT OF TRANSPORTATION
- DEPARTMENT CONTACT:** Gordie Weller, (585) 760-7506
- 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. **COPIES AND FACSIMILES ARE NOT ACCEPTABLE.**
- All bidders must submit proof that they have obtained the required **Worker's Compensation** and **disability benefits** coverage or proof that they are exempt.
- 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 actual annual usage for 2005 by County departments only.**
- 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. 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** Monroe County intends to award the bid to the lowest responsive and

AWARD: responsible bidder, based on the **TOTAL**. Bidder shall also be required to perform a two (2) stage testing process consisting of a blind study in order to meet product effectiveness (see Technical Specifications). Bidder 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.

CONTRACT TERM: Contract will start with the date of the contract award and run through **March 31, 2007**, 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.

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 his 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 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.

BP#207-06
ODOR NEUTRALIZING CHEMICAL
TECHNICAL SPECIFICATIONS

1.00 SCOPE

1.01 General

Monroe County is seeking a qualified bidder to provide an **ODOR NEUTRALIZING CHEMICAL**. Notwithstanding the details presented in these specifications, it is the responsibility of the Bidder to verify suitability of the product to meet the intent of the specifications.

On a daily basis, a private hauler under contract with the County makes numerous trips hauling bio-solids to two (2) local landfills. The routes are often through residential areas, making it very important that the odor neutralizing chemical be effective. **Total time** from filling the trucks with bio-solids, transportation to the landfills and incorporation into the face of the landfill **is approximately 1.5 to 2.0 hours**. This approximate time is dependent on the fill rate into the trucks, traffic flow and the amount of available municipal waste at the landfill that will be mixed with the bio-solids.

1.02 Qualifications of Product:

Consideration will be given only to Bidders that can demonstrate that their Odor Neutralizing Chemical complies with the specifications and is proven effective in neutralizing odor. All bidders shall submit to the County a technical specification for the proposed Odor Neutralizing Chemical at the bid opening. The technical specification shall address how the proposed Odor Neutralizing Chemical meets each section of these specifications. The County shall have the sole discretion for determining the effectiveness of the product.

In order to determine effectiveness, the County will perform a two stage testing process consisting of a blind study.

For initial testing purposes, the Bidder shall provide eight ounces of their Odor Neutralizing Chemical with the bid package to run a blind prequalification test. The sample shall be clearly marked with the product name and shall be delivered with a materials safety data sheet. This is to be provided at no additional cost to the County.

Upon passing the prequalification test, the Bidder will be required to ship a fifty-five (55) gallon drum of their product to the FEV Waste Water Treatment Plant with delivery within three (3) working days of notification for a performance test. Should the apparent low bidder fail to meet the requirements of the specifications, the bid shall be rejected and the next lowest bidder shall be considered. Bidders will not be allowed to submit technical specifications a second time. However, additional supplementary information shall be submitted, if requested by the County.

1.03 Contact Person:

Questions regarding the hauling process shall be directed to:
Dave Lukas
FEV Waste Water Treatment Facility
Phone: (585) 760-7533

Questions regarding the testing procedures shall be directed to John Burke, Buyer at
jburke@monroecounty.gov

2.00 TESTING PROCEDURES:

There shall be two tests conducted.

1. Prequalification
2. Performance test

2.01 Testing Procedures (Prequalification)

There shall be a control sample volume of raw bio-solids. The proposed product shall be applied to the sample at an application rate equal to eighteen (18) gallons of concentrated product per thirty-two (32) tons of municipal bio-solids. The bio-solids shall then be left standing for a two (2) hour period before the commencement of the test. The County employees who shall judge the effectiveness of the various products are a cross section of Operations and Lab personnel with the goal of having a representative cross section of the general public. Seven (7) County employees shall be chosen. Each sample shall be rated on the following scale:

- 0 - No bio-solids smell
- 1 - Weak bio-solids smell
- 2 - Some bio-solids smell
- 3 - Strong bio-solids smell
- 4 - Very strong bio-solids smell
- 5 - Obnoxious smell equal to or greater than control bio-solids

Each County employee shall smell the control sample and then compare it to a single random sample. The County employee shall then rate the random sample. This will be repeated at three minute intervals until all samples are tested and rated. Results shall be recorded.

For each product, a single high and low score shall be eliminated and an average of the remaining scores shall be taken.

All products with an average score above 2.5 shall be eliminated. Products scoring below 2.5 shall undergo additional testing.

2.02 Testing Procedures (performance)

The products that have passed the prequalification stage shall be applied to trailers of bio-solids to be transported to the landfill at a minimum rate of eighteen (18) gallons of concentrated product per trailer depending on bio-solids condition.

The County will send three (3) employees to the landfill to judge the odor of the trailers at the landfill. Each trailer shall be given a pass/fail score. A passing score will be given to trailers that do not have a strong bio-solids smell. Products that fail will not be considered.

Final determination will be the lowest total cost of the product(s) receiving a passing score.

3.00 TECHNICAL SPECIFICATIONS

The proposed product shall be used on Municipal Sanitary Bio-solids with a normal operating pH of 5.5 - 10.0

The product bid must be an Odor Neutralizing Chemical and meet the following parameters:

Appearance:	Clear to slightly opaque liquid
Odor:	Slight, non-descript
pH	Neutral
Water miscibility:	Complete
Flash Point (degree F TCC):	146
Freezing Point (degree F):	26
Freeze/Thaw cycles :	3
Density:	8.3 lbs./gallon

The Odor Neutralizing Chemical shall be a safe concentrated blend of pure biodegradable organic essential oils, food grade surfactants and trace elements. It shall contain no petroleum distillates; alkali's or chlorinated solvents and shall be non-toxic, non-flammable and non-hazardous. Essential oils are liquids extracted from plant material by pressing, solvent extraction, or steam distillation. The organic, essential oils are extracted from the seeds, bark, roots, leaves, flowers, wood, balsam, resin and fruit of plants. The oils shall then be redistilled to remove any unwanted materials.

BP#207-06
Unit Price Sheet

<u>ITEM</u>	<u>UNIT PRICE</u>
Odor Neutralizing Chemical	\$6.45/gal.

*Chemical to be supplied in 275 gallon totes.

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.