



# CONTRACT INFO SHEET

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

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**DATE:** April 14, 2011

## CONTRACT EXTENSION

**BID TITLE:** BIOXIDE

**BID PROJECT:** 0214-09 (4700006509)

**CONTRACTOR:** 100564  
SIEMENS WATER TECHNOLOGY CORP.  
2650 TALLEVAST ROAD  
SARASOTA, FL 34243

**CHANGE AS FOLLOWS:** CONTRACT HAS BEEN EXTENDED THROUGH JUNE 30, 2011 OR UNTIL A NEW CONTRACT IS IN EFFECT, WHICHEVER COMES FIRST.

*Sharon A. Berndt*  
SHARON A. BERNDT  
BUYER

XC: BP FILE  
BUYER  
S. WILCOX/  
VENDOR

TERMS AND CONDITIONS

**BID ITEM:**

*BIOXIDE*

**FOR:**

Department of  
Environmental Services

**DEPARTMENT CONTACT:**

John Hale, (585) 753-  
7573

**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 **Workers' 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 are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

**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 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 the bid to the lowest responsive and responsible bidder, based on the **TOTAL**. **Bidder must bid on all items 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.

**CONTRACT TERM:**

Contract will start with the date of the contract award and run through **March 31, 2010**, 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 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.

**BP #0214-09**  
**BIOXIDE**  
**TECHNICAL SPECIFICATION**

**1.00 GENERAL:**

**1.01 SCOPE:**

The Monroe County Department of Environmental Services is seeking a qualified bidder to provide an **Ammonium Calcium Nitrate Double Salt Solution**. The solution shall be **BIOXIDE®**, as manufactured by **Siemens Water Technologies Corp.** or County-approved equal. The material required under this specification shall be used to remove hydrogen sulfide, thereby preventing odor and corrosion within wastewater collection and treatment systems. The material shall utilize and enhance naturally occurring biochemical processes to accomplish hydrogen sulfide removal.

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. Any additional equipment or service required, even if not mentioned herein, shall be provided by the Bidder without claims for additional payment; it being understood that an **Ammonium Calcium Nitrate Double Salt Solution**, satisfactory to the County, is required.

**1.02 LOCATIONS:**

Frank E. VanLare Wastewater Treatment Facility (**FEV**)  
1574 Lake Shore Blvd.  
Rochester, NY 14617

North West Quadrant Wastewater Treatment Facility (**NWQ**)  
170 Payne Beach Road  
Hilton, NY 14468

Monroe County reserves the right to add locations as needed.

**1.03 CONTACT PERSON:**

David Lukas  
Monroe County Department of Environmental Services  
Frank E. VanLare Wastewater Treatment Facility  
1574 Lakeshore Boulevard  
Rochester N.Y. 14617  
(585) 753-7533 – Office  
e-mail: dlukas@monroecounty.gov

**1.04 PRE-BID INSPECTION: (for delivered products)**

It is **suggested** that the Bidder arrange a pre-bid inspection of the site(s) and review all available data and satisfy himself as to the nature and delivery location(s), the general and local conditions, particularly those bearing upon access to secure areas, the character of equipment and facilities and all other matters which can in any way affect the delivery of product or the cost thereof under this contract. Any failure by the Bidder to acquaint himself with all the available information concerning these conditions will not relieve him from the responsibility of carrying out work intended by this contract.

**1.04 BIDDER:**

- a) The bidder shall be one recognized and established in the field of wastewater odor control. The bidder must provide a list of 2 references currently using the specified product for control of hydrogen sulfide and other compounds. The list shall contain telephone numbers and contact names. At least 1 of these references must have used the material for 3 or more years. The reference list shall be provided with the bid.
- b) The bidder shall provide feed rate optimization services upon the County's request. There shall be no additional charges for these services.
- c) The bidder shall have at least two distribution centers from which product can be shipped. The addresses of these facilities shall be provided with the bid.
- d) The bidder shall indemnify and hold harmless the County (Purchaser) and its Officers, agents, employees, or any other interested party from any and all liability, including costs and expenses, associated with any product license or patent infringement resulting from the supply and application of the supplier's material.

**1.05 SUBMITTALS:**

The bidder must include the following information with their bid. Failure to provide this information may result in rejection of the bid.

- a) Material Safety Data Sheet for the material, showing the CAS number of the material.
- b) Reference list as described under section 1.04a.
- c) List of material distribution points as described under section 1.04c.
- d) Technical documentation detailing the process by which the material controls hydrogen sulfide. This documentation must clearly show the stoichiometry of the biochemical reaction, describe a minimum of three case studies, and clearly demonstrate compliance with section 2.01a.
- e) Product data sheet that shows compliance with all requirements listed in section 2.02

**1.06 SUBSTITUTIONS:**

The material shall be provided in strict compliance with these specifications. Any bid for a material with deviations from these specifications may be considered non-responsive and may not be considered.

**2.00 PRODUCT:**

**2.01 PROCESS DESCRIPTION:**

- a) The material supplied shall utilize the inherent ability of the facultative bacteria normally present in wastewater to metabolize hydrogen sulfide and other odor-causing, reduced sulfur containing compounds. The material shall provide nitrate-oxygen to the wastewater to support this biochemical mechanism. This nitrate-oxygen shall be applied via a calcium nitrate salt solution. The material shall be chemically stable, allowing continuous removal of sulfide contributed by side streams downstream of the application point. As a result of the biochemical process, the material shall provide the additional benefit of biochemical oxygen demand (BOD) reduction in the wastewater.
- b) The material shall be a liquid phase product. It shall be delivered, stored, and fed into the wastewater via standard liquid-phase chemical handling procedures.
- c) The material shall be fully compatible with storage and feed equipment constructed of any of the following:
  - 1) High Density Cross linked Polyethylene.
  - 2) PVC
  - 3) Polypropylene
  - 4) FRP
  - 5) Stainless Steel (316)

**2.02 TECHNICAL REQUIREMENTS:**

- a) The material supplied shall be an aqueous nitrate salt solution containing a minimum of 3.5 pounds of nitrate-oxygen per gallon and having a minimum specific gravity of 1.42 at 20 degrees C.
- b) The material shall be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to less than 0.1 mg/l.

- c) The material shall be free of any objectionable odor-producing compounds.
- d) The pH of the material shall not be less than 5.0 nor greater than 9.0.
- e) The freezing point of the material shall be less than – 5 degrees F.

**2.03 SAFETY REQUIREMENTS:**

- a) The material shall contain no hazardous substances as defined by both the Federal EPA's and State CERCLA lists.
- b) The material shall be exempt from Federal DOT placard requirements.
- c) Recommended handling procedures for the material shall require protective gloves and safety glasses only. Any material recommending more sophisticated equipment (i.e., face shield, body suit, etc.) during routine handling shall not be considered.

**2.04 DELIVERY:**

- a) The material shall be delivered by tanker trucks with a maximum volume of 5,000 gallons.
- b) The bidder shall be responsible for the safe, clean delivery of the material into the County's storage tanks. The bidder shall be responsible for any damage to the County's storage tank and feed system that is directly attributable to product quality or improper delivery practices. The bidder shall provide prompt clean-up of any spills made during delivery.
- c) The bidder shall be responsible for the proper labeling of storage tanks in compliance with local, state and federal requirements. The bidder shall not deliver the material into any tank or vessel which is not properly labeled.

**2.05 PRICING:**

- a) The bidder shall provide pricing in terms of price per gallon of solution delivered. The minimum nitrate-oxygen content and specific gravity of the solution must be provided and must be expressed as pounds nitrate-oxygen per gallon of solution. All charges, including freight, optimization services, etc. shall be included in the per gallon bid price.
- b) The price shall be valid for delivery quantities of 3,000 gallons or more per shipment.
- c) In the event it will be necessary to split deliveries between two or more locations, the bidder will provide this service at no additional cost to the bidder. Any charge for multiple stops shall be included in the per-gallon bid price.

**2.06 ESTIMATED QUANTITIES:**

The County estimates the annual usage for this product at 240,000 Gallons. This quantity is an **estimated annual quantity** for Monroe County and should not be construed to represent guaranteed maximum or minimum quantity to be purchased during the contract term. All payments will be made for actual quantities purchased based on the unit price.

**BP #0214-09  
BIOXIDE**

**UNIT PRICE SHEET**

BIOXIDE (Ammonium Calcium Nitrate Double Salt Solution)

\$1.95 / gallon

**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.***