



CONTRACT DATA SHEET

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

TITLE: ODOR NEUTRALIZING CHEMICAL

CONTRACT #: BP 0910-01

CONTRACT DATES: 01/09/04 – 09/30/06

BUYER: JOHN BURKE
PHONE: (585) 428-3222
FAX: (585) 428-2264

VENDOR: ALLCHIN BROTHERS, INCORPORATED
61 SCHOOL STREET
VICTOR, NEW YORK 14564

PHONE: (800) 724-0947
FAX: 924-1530

TERMS AND CONDITIONS

- BID ITEM:** ODOR NEUTRALIZING CHEMICAL
- FOR:** ENVIRONMENTAL SERVICES
- DUPLICATE COPIES:** PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.
- QUANTITIES:** The quantities listed are the estimated annual quantities for Monroe County and should not be construed to represent guaranteed maximum or minimum quantities to be purchased. All unit prices bid will be extended for the actual number of units purchased during the contract term.
- DELIVERY:** Deliveries will be F.O.B. destination as specified by a purchase order and must be made within forty-eight (48) hours after receipt of order. **IF THIS DELIVERY TIME IS NOT ACCEPTABLE, THE BIDDER MUST STATE AN ALTERNATE DELIVERY TIME IN THE BID PROPOSAL.** Monroe County reserves the right to reject a bid if the alternate delivery time is not acceptable.
- 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.
- METHOD OF AWARD:** Monroe County will award a contract to the **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER based on the TOTAL BID.** Bidder must meet the terms of the specifications. Monroe County reserves the right to reject any or all bids if the Purchasing Manager deems said action to be in the best interest of Monroe County.
- CONTRACT TERM:** This contract will be in effect from the date of award through September 30, 2002, with the option to renew for up to four (4) additional one (1) year terms at the mutual consent of both parties.
- PURCHASE ORDER ISSUANCE AND BLANKET ORDERS:** Delivery of goods may be directed by the receipt of a purchase order or a purchase order number. In addition, if a contract results from this bid, you may receive "blanket orders" which authorize you to release the commodities or services contracted for up to the dollar value specified on the purchase order. In these instances, you are prohibited from supplying items that are not on contract or substituting other items. **ITEMS SUPPLIED OR SERVICES RENDERED THAT ARE NOT PART OF THIS BID PROJECT WILL NOT BE PAID FOR BY MONROE COUNTY.**
- Exceptions may only be authorized by the Purchasing Manager or his authorized agent prior to delivery on that same purchase order or by issuance of another purchase order.**
- The above statement applies to all purchase orders issued by Monroe County.
- PRICE CHANGE ALLOWANCE:** Price changes may be proposed by either party no later than forty-five (45) days prior to contract renewal based upon industry price trends. Should price changes not be acceptable to both parties, the contract will not be

renewed. Prices may change only once per year, at the time of renewal.

MONROE COUNTY WILL NOT GRANT A PRICE INCREASE OUTSIDE OF THE RENEWAL PERIOD DUE TO INCREASED TRANSPORTATION COSTS TO THE CONTRACTOR.

SECURITIES AND INSURANCE:

Any Certificates of Insurance, Bonds, or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 PM, on that day. Bonds and insurances must be written by companies licensed to do business in New York State, and must be on a form acceptable to Monroe County.

Failure to adhere to this may result in the award being rescinded and awarded to the next lowest bidder, or being rebid, whichever is determined by the Purchasing Manager to be in the best interest of Monroe County.

BILLING PROCEDURE:

All invoices for items/services sold any agency as a result of this contract must be billed in the following manner:

- Specify: 1) Purchase order number
- 2) Unit prices and extensions

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 that may be best procured via separate public bid offering and to otherwise act in furthering its own interests.

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.

ADDITIONAL ITEMS:

Monroe 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.

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, 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.**

SAMPLES:

Any sample of product(s) requested by the Department of Environmental Services in the evaluation process must be supplied by the bidder within two (2) business days of such request and at no additional cost to Monroe County.

**SUBMITTAL OF
BID 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.

DAMAGES:

Any damages found by the County to be the direct result of the Contractor's performance under this contract will be the responsibility of the Contractor.

**CANCELLATION OF
CONTRACT:**

Upon failure of the Contractor to deliver within the time specified, or failure to make prompt replacement of rejected commodities when so requested, the Director may purchase from other sources to replace the commodity rejected or not delivered. On all such purchases the Contractor agrees to reimburse the County promptly for costs in excess of the contract cost. Should the cost be less than the contract price, the Contractor shall have no claim to the difference. Such purchases may be deducted from contract quantity by the Purchasing Manager.

A contract may be cancelled at the Contractor's expense upon nonperformance of contract.

BRAND REFERENCE:

References to a manufacturer's product by brand name or number is done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach catalog sheets listing the specifications for any alternate bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the product will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

EXCEPTION:

Any exception to this bid must be in writing and attached to the proposal sheet.

ODOR NEUTRALIZING CHEMICAL

TECHNICAL SPECIFICATIONS

1.00 SCOPE

1.01 GENERAL:

The Monroe County Department of Environmental Services 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. It is understood that an odor neutralizing chemical, satisfactory to the User, is required.

1.02 CONTACT PERSON:

Dave Lukas
Frank E. Van Lare Water Treatment Facility
1574 Lakeshore Boulevard
Rochester, NY 14617
716-760-7610 ext.7133

1.03 QUALIFICATIONS OF PRODUCT:

Consideration will be given only to Bidders who can demonstrate that their odor neutralizing chemical complies with the specifications. At the time of the bid opening, all Bidders must submit to Monroe County, technical specifications for the proposed odor neutralizing chemical. The technical specification must address how the proposed odor neutralizing chemical meets each section of these specifications. From the information submitted by the Bidders, Monroe County will have the sole responsibility for determining whether or not the proposed odor neutralizing chemical meets the specifications. Should the apparent low Bidder's product fail to meet the requirements of the specifications, the bid will be rejected and the next lowest Bidder will be considered. Bidders will not be allowed to submit the technical specifications a second time. However, additional supplementary information may be submitted, if required by the County.

1.03 QUALIFICATIONS OF PRODUCT (continued):

If the odor neutralizing chemical of the lowest Bidder has not previously been tested at Monroe County's Frank E. Van Lare facility for performance, it must be demonstrated at the facility. For testing purposes, the Bidder must provide enough odor neutralizing chemical to run continuously twenty-four (24) hours a day for a five (5) day period. This will be done at no additional cost to Monroe County. The performance demonstration will not begin before the County has determined if the proposed odor neutralizing chemical complies with the contract specifications. The technical specifications submitted must provide sufficient detail to permit an evaluation of the proposed odor neutralizing chemical.

2.0 TECHNICAL SPECIFICATIONS:

The proposed product will be used on municipal sanitary sludge with a normal operating pH of 5.5 – 10.0.

The product bid must be an odor neutralizing chemical such as *Bio-Scent* or an approved equal meeting the following parameters:

The odor neutralizing chemical must be a safe concentrated blend of pure biodegradable organic essential oils and trace elements. It must contain no petroleum distillates, alkalis or chlorinated solvents and must 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 must then be redistilled to remove any unwanted materials.

BP #0910-01

ODOR NEUTRALIZING CHEMICAL

AWARD SHEET

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
1.	NILODOR ODORBANE 2 ODOR NEUTRALIZER (DILUTION RATE 1/128)	\$8.95 / GAL.

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 via e-mail.