



CONTRACT DATA SHEET

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

TITLE: HYDROGEN PEROXIDE CATALYST

CONTRACT #: 0216-08 (4700006444)

CONTRACT DATES: 04/08/08 – 03/31/13

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): SOURCE TECHNOLOGIES LLC
133 VENTURE COURT, SUITE 150
LEXINGTON, KY 40511

PH: 859-223-1444
FAX: 859-296-0500

TERMS AND CONDITIONS

BID ITEM: HYDROGEN PEROXIDE CATALYST

FOR: Department of Environmental Services

DEPARTMENT CONTACT: David Lukas, (585) 753-7533

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.

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 AWARD:

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **Lowest TOTAL COST.** **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, 2009**, 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 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#0216-08
Specifications for
Hydrogen Peroxide Catalyst

1.00 General

The Monroe County Department of Environmental Services is seeking qualified Bidders to bid on Supplying Hydrogen Peroxide Catalyst.

1.01 Scope

The purpose of the Hydrogen Peroxide Catalyst is for odor control in municipal sewers and the associated treatment facilities. Hydrogen Peroxide Catalyst is to be used to drive the reaction of 50% hydrogen peroxide with aqueous sulfide to 70% completion, resulting in a noticeable and sustained reduction in odors being omitted by the wastewater. This product will be used at the Cross Irondequoit Pump Station herein known as {CIPS}, and the Buttonwood Station in Hilton, N.Y. Other locations may follow as additional sites are tested.

The work to be done under this contract and in accordance with these specifications consists of furnishing of material, and technical knowledge.

1.02 Locations:

CIPS Pump Station
1574 Lakeshore Blvd.
Rochester, NY 14617

Buttonwood Pump Station
15 North Greece Rd.
Hilton, NY 14468

1.03 Pre-Bid Inspection and Testing

Consideration will be given only to those catalyst products of manufacturers who can demonstrate their product meets the requirements as stated in Section 2.01 below: The Bidder must arrange for product field and lab testing as well as a pre-bid inspection of the area where the catalyst is to be used and to review all available data. Any failure by the bidder to fully perform testing as required, or to acquaint them self with all available information concerning this project may be cause for bid rejection.

Contact Person for pre-bid inspection:

David Lukas
FEV Treatment Plant
1574 Lakeshore Blvd.,
Rochester, NY 14617
Phone: (585) 753-7533

1.04 Qualification Of Bidder

All bidders shall submit to the County their technical specification for the Catalyst at the bid opening. The technical specification shall address how the proposed product meets each section of these specifications. The County shall have the sole responsibility for determining from the information submitted by the apparent low bidder if the proposed catalyst meets the contract specifications. Should the apparent low bidder fail to meet the requirements of the contract specifications as determined by the County's review of the bidders technical specifications the bid shall be rejected and the next low bidder shall be considered as the low bidder. Bidders will not be allowed to submit for testing or technical specifications a second time. However, additional supplementary information may be submitted, if required by the County.

2.00 Technical

2.01 Catalyst Testing

The apparent low bidder will be required to demonstrate their product's ability to pass the Laboratory test as described in 2.01 "A" below. The laboratory testing shall only be used to verify the theoretical performance of the catalyst. Upon successfully passing step 2.01 "A" the apparent low bidder will then be required to perform full scale field testing as described in 2.01 "B" and 2.01 "C" below. Failure in any part of section 2.01 will result in disqualification of bidder's product.

- A. The catalyst must be able to drive the reaction of 50% hydrogen peroxide with aqueous sulfide to 70% completion within five minutes at 20 degrees Celsius +/- 1, using the suppliers recommended dosage scaled down for testing in the laboratory.
- B. Wastewater flow with an odor threshold number of 200 or more must have an odor threshold number of 50 or less following treatment with the catalyst and 50% hydrogen peroxide at the suppliers recommended dosage. Odor threshold numbers are to be determined by a minimum of three participants following procedures described in the Threshold Odor Test (Standard Methods for the Examination of Water and Wastewater, 20th Edition, 2150 B).
- C. A three day, plant scale test performed at the FEV treatment plant must have favorable reports from a minimum of three odor patrols performed by the odor detection test group.
- D. The catalyst shall have no discernable effects on the normal biological processes or the plants equipment or structures. Any possible discernable effects to pumps, other equipment, or structures must be made know to the county before testing begins.
- E. The vendor shall supply, at no cost to the county, all chemicals and equipment to perform a three day test. This shall include catalyst, 50% hydrogen peroxide and all dosing equipment.

- F. Monroe County shall supply electricity.
- G. Monroe County shall supply the application point at the pre-bid inspection.

3.01 Method of Award:

Bid will be awarded based on the Total Cost Amount of approved products. Total Cost Amount will be determined by the quantity of catalyst and the amount of 50% hydrogen peroxide needed to remove one pound of sulfides at 20 degrees Celsius. Removal shall be considered complete when the reaction reaches 70% within the five minute period. This may preclude lowest pricing of catalyst alone.

Pricing for the Technical Grade 50% Hydrogen Peroxide solution that will be mixed with the catalyst will be the County's current price at the time of the award. This price will be used in calculations to determine the bid award.

Example: Total cost amount

Bidder requires:

2 gallons of catalyst

And

12 gallons of technical grade 50% hydrogen peroxide solution.

| | | | | | |
|--|--------|---|------------|---|-----------------|
| Bidders price for catalyst per gallon | \$1.00 | x | 2 | = | \$ 2.00 |
| County's price for peroxide per gallon | \$1.50 | x | 12 | = | <u>+\$18.00</u> |
| | | | | | |
| | | | Total cost | | \$20.00 |

BP#0216-08
Hydrogen Peroxide Catalyst

UNIT PRICE SHEET

| | |
|--|----------------|
| HYDROGEN PEROXIDE CATALYST (<4200 GALLONS) | \$16.00/GALLON |
| HYDROGEN PEROXIDE CATALYST (>4200 GALLONS) | \$14.00/GALLON |

Number of gallons of Hydrogen Peroxide needed to mix with 1 gallon of catalyst
To achieve results as described in specifications: 6 Gallons

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.