



CONTRACT DATA SHEET

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

TITLE: WATER TREATMENT PROGRAM & CHEMICALS

CONTRACT #: 0308-12 (4700006893)

CONTRACT DATES: 04/11/12 – 03/31/17

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

VENDOR(S): FEEDWATER TREATMENT SYSTEMS, INC.
PO BOX 439
ATHOL SPRINGS, NY 14010

PHONE: (716) 627-2398
FAX: (716) 868-4844

TERMS AND CONDITIONS

BID ITEM: WATER TREATMENT PROGRAM AND CHEMICALS

FOR: Department of Environmental Services

DEPARTMENT CONTACT: Michael Patanella, (585) 753-7594

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. **EMAILS 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.

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.

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 **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. 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, 2013**, 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.**

**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.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

BP#0308-12
WATER TREATMENT PROGRAM AND CHEMICALS
TECHNICAL SPECIFICATIONS

1.00 SCOPE:

The objective of a water treatment program is to provide Monroe County with the means to reduce energy costs, to prolong equipment life and to minimize maintenance costs.

1.01 TYPES OF SYSTEMS:

Monroe County systems include but are not limited to boilers, chilled water closed loop, hot water closed loop and condensate cooling towers.

1.02 TRAINING OF OPERATING PERSONNEL:

The Contractor must provide:

1. Manual(s) covering the basic principles of testing procedures, chemical feeding, blowdown and other aspects of water treatment.
2. New program start up demonstration and instruction to include the application and handling of the products and control test equipment.
3. Overall instruction to include the application and handling of products and control test equipment and safety procedures. These procedures must cover handling, transferring and disposal of all chemicals and containers, spill control and clean up. This training must be repeated on a once a year basis, or as needed to accommodate new personnel. The contractor must provide Pesticide Application training section G7 every other year at no cost to Monroe County.

1.03 TEST KITS/REPAIR PARTS:

For the life of the contract, the contractor must furnish complete test kits and all reagents for testing treatment reserves, for each location. The Contractor must furnish these test kits and reagents to Monroe County at no additional cost.

1.04 DESCRIPTION:

Bidder must submit with his bid, marked detailed specifications, cuts or catalogs necessary to give a full description of the equipment he proposes to furnish. The color of the equipment will be selected by Monroe County from stock models.

1.05 GUARANTEE:

Bidder must guarantee that the equipment offered is standard, new equipment, the latest model of regular stock product, with parts regularly used for the type of equipment offered, that such parts are all in production and none likely to be discontinued; also that no attachment or part has been substituted or applied contrary to the manufacturer's standard guarantee against defects in design, material or workmanship applied on the equipment delivered.

1.06 CONTAINERS:

Chemicals supplied must be in barrels made of recyclable metal, plastic or heavy fiberglass. The Contractor will be responsible for picking up all empty barrels. Monroe County is responsible for rinsing all barrels before pick up. Chemicals can be supplied in granular and/or liquid form. The ordering agency/facility will specify the form requested when placing an order.

1.07 TECHNICAL SERVICE:

A complete description of the Contractor's technical service, testing and program management plan must be submitted with the bid. This information must include details of service responsibility and the following:

- A. Routine service visits including written reports and recommendations (a minimum of one (1) visit per month). Testing of systems and written reports for all systems that are in service at the time.

Cooling tower service frequency per system will be twice a month for 6 months. A written report showing inhibitor, residuals, conductivity and any dip slide results read from previous service. Closed loop conductivity and inhibitor results will be done once a month for each system in service at that time. Any corrosion study results will be reported on a separate letter.

- B. Twenty-four (24) hour emergency service action plan.
- C. Start-up action plan.
- D. Operation training outline.
- E. Operations manual layout.

- F. Water and deposit analysis (quantitative-qualitative).
- G. Program management action plan.
- H. Condensate monitoring.
- I. Pre-treatment equipment study.
- J. Testing control chart.
- K. Survey guidelines.
- L. Inspection report/frequency and activity guidelines.
- M. Other laboratory and field services.
- N. Description of back-up service.
- O. Service representative must be present when boilers and chillers are opened for inspection by insurance companies. Reasonable notice of inspections will be given to the service representative.
- P. A written report must be submitted for each service visit and will consist of comments and recommendations resulting from the evaluation of plant logs plus test data and observations at the time of each visit. Recommendations will include, but not be limited to, adjustment of treatment dosages and blowdown rates.
- Q. Immediate availability of independent certified laboratory facilities and technical support for the solution of water treatment related problems will be provided by the Contractor at no additional charge to the County.
- R. Any other water or deposit samples necessary to achieve the objectives of the water treatment program will also be analyzed at no cost to the County. Monroe County will purchase corrosion coupons and corrosion rack assemblies as needed from the Contractor. The Contractor will have portable deposit corrosion monitors available as requested at no additional cost.
- S. Provide socks for water filtration where needed, size 2 filter socks .5 microns. Estimate of 20/year at no cost.

1.08 BOILER WATER TREATMENT:

Contractor must provide products that will protect the low pressure steam boilers from scale formation, corrosion in the form of pits and protect condensate systems from general corrosion and pitting. Steam purity must be maintained at all times keeping boiler water from entering the steam systems.

1.09 INSPECTIONS:

The Contractor must monitor the program performance by inspecting each piece of equipment as Monroe County personnel makes it available to the Contractor. County personnel regularly take down equipment to be inspected. Metallurgical and deposit analyses must be performed by the Contractor's lab to identify any potential program problems. A report of the lab's findings must be submitted to County personnel.

1.10 SAMPLES:

Samples of different products as requested for comparison purposes must be furnished by the Bidder within ten (10) business days of such request. Samples are to be supplied at no additional cost to Monroe County. It is understood and agreed by the Bidder if samples are tested by an official testing laboratory chosen by Monroe County and found not to meet specifications as set forth herein, said Bidder will be responsible for the cost of the testing.

1.11 NO PLEA OF IGNORANCE:

The Bidder hereby understands and agrees that no plea of ignorance relating to any data, conditions, policies or requirements of the County that may exist or that may reasonably be encountered pursuant to this contract will be accepted as a result of failure or omission on the part of the Bidder to fulfill in every respect all the requirements hereunder, nor will the same be accepted under any circumstances as a basis for any type of claim whatsoever for extra charges, start up costs, or rendering of proper service hereunder. Further, said claims for charges will be without prejudice to the County and will not be honored by the County.

2.00 WATER TREATMENT PROGRAMS AND CHEMICALS

2.01 WATER TREATMENT CHEMICALS

A. BOILER SYSTEM

1. Must be a single liquid product to inhibit corrosion, prevent scale formation and protect condensate systems for pits and general corrosion. The product

contains an organic oxygen scavenger (DEHA) (diethylhydroxylamine) and a (DEAE) neutralizing amine (diethylaminoethanol) and polymeric dispersant.

2. For bid purposes combine all boilers as an annual cost, base treatment levels on 50 cycles of concentration, 85% condensate return, 0.5ppm oxygen and 1,000,000 pounds of steam. There will be several boiler sites that require service.

B. CHILLED WATER SYSTEM

1. Must be a liquid corrosion inhibitor containing Molybdate, a polymer for dispersion and surface preparation and a TTA based yellow metal corrosion inhibitor. Residual Molybdate must be 50ppm as Molybdate. Residual TTA must be 1 to 3 ppm.

C. CLOSED LOOP HOT WATER AND HEAT PUMP SYSTEMS

1. Must be a liquid corrosion inhibitor containing Molybdate, a polymer for dispersion and surface preparation and a TTA based yellow metal corrosion inhibitor. Residual Molybdate must be 80 ppm as Molybdate. Residual TTA must be 1 to 3 ppm.

D. COOLING TOWER INHIBITOR

1. Shall include chemicals for the control of scale, corrosion, fouling and biological growths.
2. The products shall not contain chromates, phosphates or zinc.
3. Must contain Molybdate, a TTA based azole, 2 synthetic polymers and organo-phosphonate.
4. Organo-phosphonate scale inhibitor shall be maintained at a minimum of 4 ppm in the system at all times. Polymer residual shall be maintained at a minimum of 12 ppm. Testing for Molybdate shall be 4 to 6 ppm as Molybdate.
5. AMP = Amino Nitrotris Methylene Phosphoric Acid may not be used because of reversion problems.

E. MICROBIOCIDIC

1. The product shall be a TIME-RELEASE MICROBIOCIDIC TABLET IN WATER SOLUBLE BAGS.
2. Product will control bacteria, fungi and algae in industrial cooling tower systems.
3. Product contains DBNPA and will be solid form as a 200 gram cylindrical tablet containing 40% DBNPA.
4. No substitutes and no liquids.
5. This product must be registered with Federal EPA and New York State DEC.

F. POLYPROPYLENE GLYCOL

1. The product must be an industrial quality, corrosion inhibited heat transfer fluid that is a concentrate consisting of at least 95% propylene glycol.
2. The product must be a heat transfer fluid that is an inhibited propylene glycol designed for use in hydronic systems. Automobile antifreeze or any other formulation that contains silicates is not acceptable. The inhibitor system in this product must be designed to protect metals commonly found in commercial installations such as brass, copper, solder, steel and cast iron. The product must also have a dye for leak detection, and antifoam to minimize foaming during service.
3. The product must be a heat transfer fluid that has been formulated for closed primary and secondary refrigeration and cooling systems. Components in the formulation conform to the requirements of 21 CFR 184.1666; 21 CFR 182.6285; 21 CFR 74.1705, 74.1706 & 74.2340 as applicable.

4. TYPICAL PROPERTIES

Density, 60°F, lb/gal	8.74 – 8.78
Flash Point, TOC, °F	220 - 230°
Ph, 33.33 volume%	9.40 – 9.60
Specific Gravity, 60/60°F	1.049 – 1.054
Reserve Alkalinity	11.0 – 14.0
Freeze Protection, °F	
20% aqueous solution	+17 to +19
30% aqueous solution	+7 to +9
40% aqueous solution	-7 to -9
50% aqueous solution	-26 to -28

2.02 CONDENSER WATER SYSTEM:

A. CORROSION AND DEPOSIT CONTROL

Specifications for Cooling Towers at Airport, Health and Social Services Building, County Office Building, Watts Building, 691 St. Paul St. and PSTF (Public Safety Training Facility).

For bidding purposes use the following information for all cooling tower systems.

Base your calculations on 10 degrees delta T, 180 days of operation, maximum cycles of concentration = 4.0, at the specified recirculation rate, millions of gallons of makeup and tower recirculating pump rates and system volumes stated below.

<u>SYSTEM</u>	<u>GPM of TOWER RECIRCULATION PUMP</u>	<u>SYSTEM VOLUME (GALLONS)</u>	<u>ANNUAL MAKEUP (GALLONS)</u>
Health & Social Services	1,200	5,000	3,000,000
Airport	5,000	50,000	13,000,000
County Office Building	1,200	3,300	3,000,000
Watts Building	500	3,000	1,500,000
691 St. Paul St.	750	3,000	2,000,000
PSTF	350	2,000	1,000,000

B. MICROBIOLOGICAL CONTROL

Base cooling tower biocide feed on 1 application weekly for 20 weeks. Test strips for corrosion on the Airport and County Office Building will be provided for evaluation. Vendor must maintain 2.0 MPY on mild steel and 0.20 MPY on copper strips. Dip slide evaluation will yield 10 to 3rd or lower at all times. Dip slides will be left at facility for evaluation. Three slides per system will be provided by the vendor.

C. CLOSED WATER LOOPS:

Specifications for Civic Center closed loop. (Also closed loops at Airport, Health and Social Services Building and County Office Building.

For bid purposes use the following information for hot water, heat pump water and chilled water systems.

Base all systems on one charge of chemicals per year.

Base residual corrosion inhibitor for hot water and heat pump systems on 80 ppm of Molybdate, as Mo and 1 ppm TTA excess. For chilled water systems 50 ppm of Molybdate, as Mo and 1 ppm TTA excess. Product must contain dispersant for surface deposits.

<u>LOCATION (GALLONS)</u>	<u>SYSTEM TYPE</u>	<u>SYSTEM VOLUME</u>
Civic Center	Chilled Water	75,000
Health & Social Services	Hot Water	30,000
Airport	Hot Water	25,000
	Chilled Water	50,000
County Office Building	Heat Pump	30,000
Watts Building	Heat Pump	15,000
691 St. Paul St.	Heat Pump	5,000
PSTF	Heat Pump	2,000
Monroe Correctional Facility	Hot Water	5,000
	Chilled Water	5,000
Monroe County Jail	Hot Water	5,000
Van Lare Treatment Plant	Hot Water	100,000

2.03 INSPECTIONS/SAMPLES/TEST KITS

THE SUCCESSFUL CONTRACTOR WILL BE REQUIRED TO VISIT THE FOLLOWING LOCATIONS. TOWER SYSTEMS TO BE VISITED 12 TIMES IN 6 MONTHS AND STEAM BOILER, HOT WATER, HEAT PUMP CLOSED LOOP AND CHILLED WATER LOOPS MONTHLY WHEN IN OPERATION:

1. 691 St. Paul St., Rochester, NY 14605
2. Medical Examiner's Building, 740 E. Henrietta Road, Rochester, NY 14623
3. Health and Social Services Building, 111 Westfall Road, Rochester, NY 14620
4. County Office Building, 39 W. Main Street, Rochester, NY 14614
5. Civic Center (Shop-lower level garage), 130 S. Plymouth Avenue, Rochester, NY 14614
6. Ebenezer Watts Building, 49 S. Fitzhugh Street, Rochester, NY 14614
7. Greater Rochester International Airport, 1200 Brooks Avenue, Rochester, NY 14624
8. Public Safety Training Facility, 1180 Scottsville Road, Rochester, NY 14624

9. Frank E. VanLare Waste Water Treatment Plant, 1574 Lakeshore Boulevard, Rochester, NY 14617
10. Seneca Park Zoo, 2222 St. Paul Street, Rochester, NY 14617

SAMPLES WILL BE COLLECTED IN ADVANCE BY THE COUNTY FROM SOME LOCATIONS AND WILL BE AVAILABLE FOR TREATMENT/ANALYSIS.

ALL TEST KITS AND REAGENTS REQUIRED BY MONROE COUNTY WILL BE PROVIDED AT NO CHARGE BY THE VENDOR.

2.04 CHEMICAL DOSAGE CALCULATIONS

A. Liquid chilled water corrosion inhibitor

1. Product: FTS – 495W
2. Amount of Molybdate (percentage) in product: 8.9
3. Product Dosage (in ppm product) on which calculations were based: 563

(Assume system is being refilled with fresh make-up water).

B. Liquid closed loop hot water and heat pump corrosion inhibitor

1. Product: FTS – 495W
2. Amount of Molybdate (percentage) in product: 8.9
3. Product Dosage (in ppm product) on which calculations were based: 900

(Assume system is being refilled with fresh make-up water).

C. Liquid cooling tower water scale/corrosion inhibitor

1. Product: FTS – 348MW
2. Amount of Molybdate (percentage) in product: 4.175
3. Product Dosage (in ppm product) on which calculations were based: 96

D. Solid tower water Microbiocide

1. Product: SUMP BUDDY WT
2. Product Dosage (in ppm product) on which calculations were based: PER LABEL (1 TABLET PER 1000 GAL. SYSTEM VOLUME PER 3 WEEKS)

E. Liquid boiler water scale/corrosion inhibitor

1. Product: FTS – 815DW
2. Amount of DEHA (percentage) in product: 15.0
3. Product Dosage (in ppm product) on which calculations were based: 10

F. Propylene glycol

1. Product: SAFE-T-THERM
2. Amount based on a usage of 200 gallons per year.

Base annual cost of all treatment on information supplied on pages.

Where Unit Price Sheet asks for pounds required for application for loops, hot water, chilled water, heat pump and cooling towers use given gallons of system volume.

3.00 SUBMITTALS, REQUIREMENTS AND QUALIFICATIONS

3.01 SUBMITTALS

At a minimum, bid proposals must include the following:

- A. Marked detailed specifications, cuts or catalogs necessary to give a full description of the equipment to be furnished.
- B. A complete description of the Contractor's technical service, testing and program management plan.
- C. Product descriptions, functions and concentration of active ingredients.
- D. Product Data Sheets and/or MSDS.
- E. Control charts.
- F. Literature and technical data.
- G. Service references: A list of service references of treatment sites comparable in size and capacity to Monroe County facilities. Contact person and phone number for each reference is essential.
- H. Calculations for chemical dosages.
- I. Proof of state certification of laboratory where samples will be tested.
- J. A complete product breakdown including all ingredients, percent of active ingredients and percentage concentration recommended dosage for each product. Indicating "proprietary" or "per specification" in lieu of a complete product breakdown will not be accepted.

- K. Copy of EPA approved biocide labels where applicable.
- L. Service representative(s): name, address, phone number, contact person, email address and work experience.
- M. Laboratory: name, address, phone number, contact person and email address.

3.02 ADDITIONAL SUBMITTALS

The following may be required from bidders after the bid opening.

- A. Recommendations and discussion based on facility survey.
- B. Water analysis.

3.03 REQUIREMENTS AND QUALIFICATIONS

The water treatment company must have sufficient scientific staff who are readily available for consultation with the company's service representative. The service representative must have experience in treating water and systems of at least the same size, capacity and type as the systems contained in these specifications. This individual must also be actively and responsibly in charge of all water treatment work related to those systems.