



CONTRACT DATA SHEET

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

TITLE: Ferrous Chloride/Ferric Chloride

CONTRACT #: 0705-06

CONTRACT DATES: 7/28/06-7/31/11

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

VENDOR(S): Kemiron Inc.
3211 Clinton Parkway Ct.
Lawrence, KS 66047

ph: 800-879-6353
fax: 785-842-2629

TERMS AND CONDITIONS

- BID ITEM:** FERROUS CHLORIDE/FERRIC CHLORIDE
- FOR:** DEPARTMENT OF ENVIRONMENTAL SERVICES
- DEPARTMENT CONTACT:** Gordie Weller, (585) 753-7506
- 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 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 **July 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 **twenty four (24) hours** 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.

BP0705-06
FERROUS CHLORIDE/FERRIC CHLORIDE
TECHNICAL SPECIFICATIONS
AND REQUIREMENTS

1.00 SCOPE:

Monroe County is seeking bids for liquid ferrous chloride and liquid ferric chloride to be used in wastewater treatment plants as an agent for phosphorous removal and sulfide control. The chemical product must be used under the supervision of the Plant Operator. The chemical must keep the final phosphate levels below one PPM and H2S levels under control as demonstrated utilizing the current chemical usage at the plant.

1.01 FERROUS CHLORIDE MINIMUM SPECIFICATIONS:

Soluble iron	8.0 - 13.0%
Free acid as HCL	< 3.0%
Free acid as H2SO4	< 0.3%
Manganese	< 500 ppm
Insolubles	< 0.5%
Cadmium	< 1.5 ppm
Chromium	< 100 ppm
Copper	< 30 ppm
Lead	< 20 ppm
Nickel	< 30 ppm
Zinc	< 60 ppm
Specific gravity	1.18 - 1.32

1.02 QUANTITIES:

Shipments must be made in truckload lots. Estimated annual quantities are as follows if the usage is ferrous chloride exclusively:

Frank E. VanLare Water Pollution Control Facility	1,400,000 gallons
Northwest Quadrant Water Pollution Control Facility	430,000 gallons

Estimated total annual quantity is 1,866,600 *pounds*. Quantities are based on 1.02 pounds available iron/gallon product.

2.00 FERRIC CHLORIDE MINIMUM SPECIFICATIONS:

Soluble iron	11.3 - 12.9%
Free acid as HCL	< 1.0%
Manganese	< 1363 ppm
Cadmium	< 4 ppm
Chromium	< 69 ppm
Copper	< 16 ppm
Lead	< 76 ppm
Nickel	< 13 ppm
Zinc	< 204 ppm
Titanium	< 9280 ppm
Arsenic	ND at 0.15
Selenium	< 12 ppm
Mercury	ND at 0.1
Specific gravity	1.26 - 1.48

2.01 QUANTITIES:

Shipments must be made in truckload lots. Estimated annual quantities are as follows if the usage is ferric chloride exclusively:

Frank E. VanLare Water Pollution Control Facility	1,133,333 gallons
Northwest Quadrant Water Pollution Control Facility	348,095 gallons

Estimated total annual quantity is 1,866,600 *pounds*. Quantities are based on 1.26 pounds available iron/gallon product.

3.00 DELIVERY:

Delivery must be made within twenty-four (24) hours, 7 days a week after receiving an order from Monroe County personnel. Monroe County reserves the right to split shipments among several locations without penalty to the County. All bills of lading must include: (a) gallons desired, (b) pH, (c) specific gravity, (d) pounds iron. Monroe County requires each load of product to be delivered to the site specified and if requested by the County, tested by the Contractor at no additional charge to the County. Testing could be requested for pH and specific gravity. A sample must be within 3% of the contract's minimum specifications for the County to accept the shipment. If the sample does not meet the specifications within 3%, the load must be removed and replaced at the Contractor's expense. The delivery representative must have equipment for discharging chemical into storage tanks through a 3" quick-coupling.

3.01 DELIVERY LOCATIONS:

Northwest Quadrant Water Pollution Control Facility
170 Payne Beach Road
Hilton, NY 14468

Frank E. VanLare Water Pollution Control Facility
1574 Lakeshore Blvd.
Rochester, NY 14617

Monroe County reserves the right to add delivery locations.

3.02 INCIDENTS/DAMAGES:

The Contractor must supply each facility with a twenty-four (24) hour emergency phone number in the event of a chemical incident. The Contractor must provide on-site facility assistance and technical expertise within one (1) hour of notification by County personnel, if required.

If the chemical delivered does not meet specifications and as a result, causes deterioration to County owned equipment, the Contractor will be responsible for replacement of said equipment and the labor costs involved with any repairs.

3.03 STORAGE TANKS AND FEED SYSTEMS:

Monroe County does have existing equipment that a Contractor is permitted to use with the condition that the Contractor properly cares for said equipment and is responsible for any damage to the equipment. The Contractor must make the equipment available to the County, within forty-eight (48) hours of request, if it is needed by the County for any other purpose. No equipment is required by the Contractor if the product bid is certified to be compatible with the County's existing equipment. If the product bid is *not* compatible with the existing equipment and/or if the County wishes to test this product at any other location than those specified herein, the Contractor may be required to supply a temporary storage tank and feed system while the County takes the appropriate action to install a permanent compatible system. The temporary system would be made available at no additional cost to Monroe County.

4.00 QUALIFICATIONS AND RESPONSIBILITIES OF BIDDERS:

Notwithstanding the details presented in these specifications, it is the responsibility of the bidder to verify the suitability of the product(s) and delivery equipment and methods to meet the intent of these specifications.

Consideration will be given to suppliers of ferrous chloride/ferric chloride who can demonstrate that their product(s) and delivery methods comply with these specifications.

For each product bid, each bidder must submit the following with his bid:

- Material Safety Data Sheet(s)
- A description of the proposed product measurement method
- A written guarantee of product consistency throughout the term of the contract*
- The name of the manufactured source of ferrous chloride that would be provided under this contract
- A written guarantee that the source of the product will not change during the contract term without the written approval of the Monroe County Purchasing Manager or his designee

*Monroe County reserves the right to request testing of the product at any time during the term of the contract at no additional cost to the County.

4.01 TECHNICAL ASSISTANCE:

The Contractor must provide technical assistance with the use of the product as requested by the Department of Environmental Services. If on-site technical assistance is required, the Contractor will provide said assistance within twenty-four (24) hours of notification and at no additional cost to Monroe County.

BP0705-06
Unit Price Sheet

Monroe County shall use the most cost effective and/or process driven product. Product selection may change throughout the year as the situation dictates. All pricing shall include delivery.

Ferrous Chloride Price per pound of available Iron \$0.40

Ferric Chloride Price per pound of available Iron \$0.65

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.