



CONTRACT DATA SHEET

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

TITLE: ODOR NEUTRALIZING CHEMICALS

CONTRACT #: 0201-16 (4700007352)

CONTRACT DATES: 05/27/16 – 03/31/2020

BUYER: Sean Wilcox
PHONE: (585) 753-1136
FAX: (585) 753-1104

VENDOR(S): ROCHESTER MIDLAND CORP.
155 PARAGON DRIVE
ROCHESTER, NY 14624

PH: (585) 336-2200
FAX: (585) 336-2357

TERMS AND CONDITIONS

BID ITEM:

ODOR NEUTRALIZING CHEMICALS

FOR:

Department of Environmental Services

**PURCHASING
CONTACT:**

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sharon Berndt
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614
Email: sberndt@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later than close of business (5:00 PM Eastern Standard Time) on **Wednesday, March 9, 2016**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Friday, March 11, 2016**.

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 if awarded the contract.

**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. **Estimates are based upon actual annual usage by County departments only from 2011 – 2015.**

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**. **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, 2017**, 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.**

**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 other political subdivision or district. 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#0201-16
ODOR NEUTRALIZING CHEMICAL
TECHNICAL SPECIFICATIONS

1.00 GENERAL:

1.01 SCOPE:

The Monroe County Department of Environmental Services is seeking a qualified bidder to provide a odor neutralizing chemical. Masking agents will not be considered.

It is the responsibility of the vendor to verify suitability of the product to meet the intent of the specifications. It is understood that an odor neutralizing chemical, satisfactory to the County, is required.

The product of the Bio-Solids Off Load Building is a chemically treated bio-solid that is hauled by commercial carrier to the two local landfills; Mill Seat in Riga and High Acres in Perinton. This product is hauled through residential areas before it is buried with municipal waste at the landfill. Total time from filling the trucks with bio-solids, transporting the bio-solids to the landfills and incorporating it into the face of the landfill is approximately 1-1/2 to 2 hours. This is dependent on the fill rate into the trucks, traffic concerns en route, weather concerns and the amount of available municipal waste at the landfill that will be mixed with the bio-solids.

1.02 QUALIFICATIONS OF PRODUCT:

Consideration will be given only to bidders that can demonstrate that their odor neutralizing chemical complies with the specifications. All bidders shall submit to the County a technical specification for the proposed odor neutralizing chemical at the bid opening. The technical specification shall address how the proposed odor neutralizing chemicals meets each section of these specifications. The County shall have the sole responsibility for determining if the proposed odor neutralizing chemical meets the specifications. For initial testing purposes the **bidder shall provide eight ounces of odor neutralizing chemical with the bid package** to run a blind prequalification test as to effectiveness. The sample shall be clearly marked with the product name and shall be delivered with a materials safety data sheet. This is to be done at no additional cost to the County. Upon passing the prequalification test the bidder will be required to ship a 55 gallon drum of the product to the FEV Waste Water Treatment Plant for delivery within 3 working days of notification for a performance test. Should the apparent low bidder fail to meet the requirements of the specifications, the bid shall be rejected and the next low bidder shall 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 LOCATION:

Frank E. VanLare Wastewater Treatment Facility (**FEV**)
1574 Lake Shore Boulevard
Rochester, NY14617

2.00 TESTING PROCEDURES:

There shall be two tests conducted:

1. Prequalification.
2. Performance test.

2.01 TESTING PROCEDURES (PREQUALIFICATION):

There shall be a control sample volume of raw bio-solids. The proposed product shall be applied to the sample at an application rate equal to 18 gallons of concentrated product per 32 tons of municipal bio-solids. The bio-solids shall then be left standing for a two hour period before the commencement of the test. The County's employees who will judge the effectiveness of the various products are cross section of operations and lab personnel with the goal of having a representative cross section of the general public. Seven employees shall be chosen. Each sample shall be rated on the following scale.

- 0: No bio-solids smell.
- 1: Weak bio-solids smell.
- 2: Some bio-solids smell.
- 3: Strong bio-solids smell.
- 4: Very strong bio-solids smell.
- 5: Obnoxious smell equal to or greater than control bio-solids.

Each employee shall smell the control sample and then compare it to a single random sample. The employee shall then rate the random sample. This will be repeated at three minute intervals until all samples are tested and rated. Results shall be recorded.

For each product a single high and low score shall be eliminated and an average of the remaining scores shall be taken. All products with an average score above 2.5 shall be eliminated.

If more than three products have an average of 2.5 or less, the products with the three lowest scores shall be subjected to the performance test.

If all products have a final average above 2.5 then the three products with the lowest averages shall be used for performance testing.

2.02 TESTING PROCEDURES (PERFORMANCE):

The products that have passed the prequalification stage shall be applied to trailers of bio-solids to be transported to the landfill at a minimum rate of 18 gallons of concentrated product per trailer depending on bio-solids condition.

The County will send three employees to the landfill to judge the odor of the trailers at the landfill. Each trailer shall be given a pass/fail score. A passing score will be given to trailers that do not have a strong bio-solids smell. Products that fail will not be considered.

Final determination will be the lowest cost per gallon of the products receiving a passing score.

3.00 TECHNICAL SPECIFICATIONS:

The proposed product shall be used on municipal sanitary bio-solids with a normal operating pH of 5.5 - 10.0.

The product bid must be an odor neutralizing chemical and meet the following parameters:

Appearance: Clear to slightly opaque liquid

Odor: Scented, the scent must be approved by the County

pH: Neutral

Water miscibility: Complete

Flash Point (degree F TCC): 146

Freezing Point (degree F): 26

Freeze/Thaw cycles: 3

Density: 8.3 lbs./gallon

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

NOTICE OF JOB VACANCIES

- a) The contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified and the County's need to know when jobs become available in the community.
- b) The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).
- c) Notice shall be given in writing to:
Employment Coordinator
Monroe County Department of Human and Health Services
Rm 535
691 St. Paul St.
Rochester, NY 14605
Telephone: (585) 753-6322
Fax: (585) 753-6308
- d) The contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the contractor's job requirements and the individual's qualifications for the job, as determined by the contractor.
- e) If the contractor is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.

BP#0201-16
ODOR NEUTRALIZING CHEMICALS

UNIT PRICE SHEET

OC-300 22900# ODOR NEUTRALIZING CHEMICAL
(275 GALLON TOTES)

\$1,660.65/TOTE

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.