



CONTRACT DATA SHEET

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

TITLE: SODIUM HYDROXIDE, LIQUID

CONTRACT #: 0304-15 (4700007228)

CONTRACT DATES: 05/29/15 – 04/30/20

BUYER: SEAN WILCOX
PHONE: 585/753-1136
FAX: swilcox@monroecounty.gov

VENDOR(S): JCI JONES CHEMICALS, INC.
100 SUNNY SOL BOULEVARD
CALEDONIA, NY 14423

PH: (585) 538-2314
FAX: (585) 538-2316

TERMS AND CONDITIONS

BID ITEM: SODIUM HYDROXIDE LIQUID

FOR: Department of Environmental Services

PURCHASING CONTACT: The Buyer/(s) identified below, are the sole points of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Sharon Berndt, Buyer
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 March 12, 2015.

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 March 18, 2015

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.**

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**. **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 **April 30, 2016**, 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 **forty eight (48) 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 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 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#0304-15
SODIUM HYDROXIDE, LIQUID
TECHNICAL SPECIFICATIONS AND REQUIREMENTS

PRODUCT:

Monroe County is seeking bids for a manufactured sodium hydroxide. The liquid sodium hydroxide must contain 25% by weight of available sodium hydroxide per gallon of solution. The sodium hydroxide must also conform to the AWWA standard B-501-98 or its latest revision.

The sodium hydroxide must meet the following requirements. Each bidder must submit the specifications on the product that constitutes the makeup of sodium hydroxide.

PRODUCT SPECIFICATION

Specific Gravity @ 60°F shall be 1.278

NaOH	25.0% wt.
Na ₂ O	19.4% wt.
Na ₂ CO ₃	0.30% wt. Max.
NaCl	1.30% wt. Max.
Na ₂ SO ₄	0.20% wt. Max.
NaClO₃	0.50% wt. Max.

Inorganic Salts

Si	100 ppm max
Mn	1.0 ppm max
Ni	3.0 ppm max
Cu	2.0 ppm max
Fe	10.0 ppm max

This product is a water solution of sodium hydroxide. Ingredients include water, caustic soda and trace metallic and inorganic salt compounds. Inorganic salt and sodium compound data are representative of 50% sodium hydroxide.

QUANTITIES:

Estimated annual quantity is 50,000 gallons. Shipments must be made in bulk quantities of a minimum of two thousand five hundred (2500) gallons.

DELIVERY:

Delivery must be made within forty-eight (48) hours after receiving an order from Monroe County personnel. Deliveries must be scheduled to arrive between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday, excluding holidays. Periodically, shipments must be received on weekends and after hours. Emergency deliveries must be made within twelve (12) hours after receiving an order from County personnel. Notification of expected delivery time must be made to the Monroe County representative placing the order twenty-four (24) hours prior to the delivery so that individual can be present at the facility receiving delivery. No deliveries will be accepted before or after the hours stated above unless special arrangements have been made with a

County representative. Upon arrival at the facility, the driver must notify the County representative of his arrival. SODIUM HYDROXIDE MUST NOT BE UNLOADED UNTIL A MONROE COUNTY FACILITY REPRESENTATIVE IS PRESENT.

Delivery vehicles must be able to access the areas for safe unloading of the sodium hydroxide. All facility traffic control signs and devices must be observed by the delivery personnel.

Prior to unloading the sodium hydroxide, delivery personnel must assure that the vehicle brakes are set and the wheels chocked to prevent vehicle movement.

The delivery personnel will verify that the receiving tank has available capacity to receive the volume of sodium hydroxide to be transferred.

During the entire period of transfer and while the tank is connected to the unloading device, at least one (1) delivery person must be present monitoring the transfer. Transfer operations must be visually checked to ensure that no leakage is occurring and that a tank overfill does not take place.

When uncoupling the delivery device from the tank, proper procedures must be used to ensure spillage does not occur. If spills occur, they must be cleaned up immediately by the delivery personnel at no additional cost to Monroe County.

DELIVERY LOCATIONS:

<u>LOCATION</u>	<u>DEC REGISTRATION #</u>	<u>TANK #</u>
Frank E. VanLare Water Pollution Control Fac. 1574 Lakeshore Blvd. Rochester, NY 14617	8-000130	FC019

Monroe County reserves the right to add delivery locations.

INCIDENTS/DAMAGES:

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

If an incident is the result of actions by delivery personnel, the Contractor must provide for site cleanup and remediation at no additional cost to the County. Spills of five (5) gallons or more of sodium hydroxide require a written report by the Contractor to the County facility representative.

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 in any repairs.

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 only to suppliers of liquid sodium hydroxide 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)
- Technical guidance and recommended practices (see details below)
- A list of current users of the product(s) bid (including contact name and phone)

Any additional supplementary product information must be submitted to Monroe County within two (2) business days, if so requested.

The Contractor must comply with all applicable federal, state and local laws, regulations, rules and standards and the New York State Department of Environmental Conservation 6NYCRR Parts 595, 596 and 597 and must show proof of same.

In compliance with the New York State Regulation found in NYCRR Parts 595, 596 and 597 relating to chemical bulk storage tanks, manufacturers or distributors of a hazardous substance must provide the owner or operator of the storage tanks with current technical guidance and recommended practices for storage and handling of the chemical. The information must accompany the first shipment of a product to a site. Any subsequent updates or revisions to the information must be sent to the site also. Technical guidance and recommended practices information includes but is not limited to:

- additional regulatory concerns (Environmental Protection Agency-EPA, Federal Insecticide & Rodenticide Act-FIFRA, Toxic Substance Control-TSCA)
- carcinogenicity status
- environmental hazards
- container inspection schedule
- container materials of construction
- unloading precautions
- storage tank gauges and components

BP0304-15
SODIUM HYDROXIDE, LIQUID

UNIT PRICE SHEET

SODIUM HYDROXIDE, LIQUID

\$ 1.31/GALLON

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.