

**Department of Finance**

Bureau of Purchase & Supplies  
118 Martine Avenue, Room 713  
White Plains, NY 10601  
(914) 231-1872  
[www.westchestergov.com](http://www.westchestergov.com)

**CONTRACT AWARD NOTIFICATION**

<b>TITLE:</b>	<b>Sodium Hydroxide 25%</b>
<b>CONTRACT NUMBER:</b>	<b>5796-BPS</b>
<b>CONTRACT PERIOD:</b>	<b>November 1, 2021 through April 30, 2022</b>
<b>DATE OF ISSUE:</b>	October 28, 2021
<b>NEW EXTENDED CONTRACT PERIOD:</b>	
<b>COUNTY DEPARTMENTS:</b>	DEF
<b>SPECIFICATION REFERENCE:</b>	As Incorporated In The Invitation for Bids
<b>CONTRACTOR INFORMATION:</b>	Appears on the attached pages of this Award

**Address Inquiries To:**

<b>County Departments &amp; Vendors</b>	<b>Political Subdivisions</b>
Name : Valsala Panicker Title : Buyer Phone : 914-231-1544 Fax : 914-231-1546 E-mail: <a href="mailto:vmp1@Westchestergov.com">vmp1@Westchestergov.com</a>	Customer Service SAME

**Description**

**A Contract has been established for Sodium Hydroxide 25% in bulk, effective November 1, 2021 through April 30, 2022, for use by the Westchester County Department of Environmental Facilities and all Political Subdivisions of Westchester County.**

A Contract has been established for "Sodium Hydroxide 25% in bulk" with the below listed Vendor for the period November 1, 2021 through April 30, 2022. Prices are shown on the attached.

Vendor: 738358  
PVS Minibulk Inc.  
10900 Harper Ave.  
Detroit, MI 48213  
Attn: Milisav Bulatovic  
Telephone Number: 313-921-1200

Terms: Net30

F.O.B.: Destination

Delivery within 3 days of notification

**DELIVERED PRICING**

500 to 1999 gallons:	\$1.99 per gallon
2000 to 3499 gallons:	\$1.32 per gallon
3500 to 4229 gallons:	\$1.23 per gallon
4230 gallon or more:	\$1.22 per gallon

November 1, 2021

TO: Johnson Thomas  
Finance

FROM: Martin Connolly *mc*  
Deputy Purchasing Agent

RE: Contract No. **5796BPS**  
Old Contract No. **5779BPS**

Enclosed, please find a copy of the above referenced contract to supply, **Sodium Hydroxide 25% in bulk for delivery to the various locations at Westchester County per bid RFB-WC-21304.**

**Contract Period: 11/01/2021 through 04/30/2022**

Contract is between Westchester County and PVS Minibulk INC 10900 Harper Ave,  
Detroit, MI 48213, Attn: Milisav Bulatovic.

cc: Valsala Panicker - BPS  
D Verghese - DEF  
J Lennon - DEF  
Files

AGREEMENT, made this **14th** day of **October, 2021** : between The County of WESTCHESTER a municipal corporation of the State of New York acting by and through **Martin Connolly**, its Dep. Purchasing Agent, hereinafter called the "County" and hereinafter called the "Contractor,"

**PVS Minibulk Inc.**  
**10900 Harper Ave**  
**Detroit, MI 48213**  
**Attn: Milisav Bulatovic**

WITNESSETH, for and in consideration of the sum of ONE (\$1.00) dollar paid by each of the parties hereto to the other, receipt whereof is hereby acknowledge and the agreements herein contained, made by each of the parties hereto, the County and the Contractor covenant and agree to as follows:

**FIRST**

That the Contractor will sell, furnish and supply to the County, **Sodium Hydroxide 25% in bulk for delivery to the various locations at Westchester County per bid # RFB-WC-21304.**

**Contract period: 11/1/2021 to 04/30/2022 with an option to extend the contract for up to four (4) additional six (6) month periods upon mutual written consent prior to the expiration.**

Contracts are subject to the availability of funds as voted annually by the County Board of Legislators.

A certificate of Insurance showing adequate limits for Workmen's Compensation, Automobile and General Liability to be submitted with signed contracts.

**SECOND**

That the County will pay therefore prices, terms and conditions as per **Bid # RFB-WC-21304, Sodium Hydroxide 25% in bulk.**

**Price: 500 to 1999 gallons: \$1.99 per gallon**

**2000 to 3499 gallons: \$1.32 per gallon**

**3500 to 4229 gallons: \$1.23 per gallon**

**4230 gallon or more: \$1.22 per gallon**

**Terms: Net 30**

**FOB: Destination**

1. This agreement shall be construed and enforced in accordance with the laws of the State of New York.
2. Should there be a conflict between the terms and conditions of this contract and the terms and conditions of any attachments, the terms and conditions of this contract shall prevail.

No payments shall be made to the Contractor under this contract except upon Bona Fide Invoices by the Contractor, approved by the head of the department affected and filed with the Commissioner of Finance of the County of Westchester.

**THIRD**

That the articles, merchandise or materials to be furnished must be new unless otherwise specified, and shall conform to the specifications contained in the Request for Bid, a copy of which is attached hereto and made a part hereof. That the Contractor will not at any time dispute the provisions of this contract or the specifications, nor assert that there was any misunderstanding in regard to the nature or amount of materials to be furnished or work done, and will furnish the materials and complete the entire work in strict compliance with this contract and specifications hereto attached.

**FOURTH**

That the work included in and called for under this contract is to be done and performed under the direction and to the entire satisfaction of the **County Dep. Purchasing Agent** who shall determine all questions relating hereto. His decision on any matter pertaining to this Contract, materials or work called for hereunder shall be final, conclusive and binding upon the Contractor.

**FIFTH**

That the articles, merchandise or materials to be furnished will be delivered for use to **see above** in accordance with said specifications.

**SIXTH**

That the articles, merchandise or materials will be furnished and delivered\* installed\*. **within 3 days of notification** except, however, that where the delay is caused by the County, by fire, or by other extreme and unusual causes over which the Contractor had no control and for which the Contractor is not responsible; or caused by the combined action of workman in nowise caused by or resulting from default or collusion on the part of the Contractor; or caused by embargo, the time shall be extended for a period equivalent to the time lost by reason of such delay, caused as a foresaid.

\* Time is of the essence of this contract.

**SEVENTH**

That this contract shall not be assigned or otherwise disposed of by the Contractor except upon written consent of the said County Purchasing Agent and should the Contractor without such previous written consent assign or otherwise attempt to dispose of this contract or of any rights therein or its power to execute said contract or any right or interest in any of the moneys to become due and this contract, to any person, firm or corporation, then this contract may be, at the option of the County, cancelled and terminated and said County shall thereupon be relieved and discharged from any and all liability and obligation arising therefrom to the Contractor or to any assignee, or transferee.

**EIGHTH**

That upon breach by the Contractor of any of the terms, covenants or conditions in this contract, the County shall have the right upon 10 days' notice in writing to the Contractor, by mail or otherwise as said County may choose, to declare this contract forfeited, cancelled and terminated; and all articles, merchandise or materials delivered to the County and all work done in installing same shall immediately become the property of the County. The County shall then have the right, power and authority to complete this contract, to contract for the competition thereof, with or without readvertising; and any additional cost or expense of such completion shall be charged to any paid by the Contractor or to the County upon demand.

**NINTH**

That except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Contractor shall defend, indemnify and hold harmless the County, its elected officials, officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising from any negligent act or omission of the Contractor in the performance and/or failure to perform within the contract including the negligent acts or omission of any subcontractor or any direct or indirect employees of the Contractor or subcontractor.

**TENTH**

That the Contractor will comply with all the provisions of the laws of the State of New York and the United States of America which affect Municipalities and Municipal Contracts and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal and State Social Security Law, State Local and Municipal Health Laws, rules and regulations, and any and all regulations promulgated by the Commission of Labor (Industrial Commission) of the State of New York; and all amendments and additions thereto in so far as the same shall be applicable to this contract; with the same force and effects as if set forth herein at length.

**ELEVENTH**

That the terms, conditions, covenants and agreements of this contract shall be binding upon the heirs, executors, successors and assignees of the parties hereto.

IN WITNESS WHEREOF, The County of Westchester has caused this instrument to be executed by its Purchasing Agent, acting on behalf of said County, as authorized by law, and the Contractor has caused these presents to be signed by its duly authorized officers the day and year first above written.

THE COUNTY OF WESTCHESTER

By [Signature]  
Martin Connolly, Deputy Purchasing Agent

STATE OF NEW YORK

SS.:

County of Westchester

On this \_\_\_\_\_ day of \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person who executed the foregoing contract for and on behalf of THE COUNTY OF WESTCHESTER, the being by me duly sworn, did depose and say that he resides in the County of Westchester, that he is the Purchasing Agent of said County duly appointed pursuant to the provisions of Article IV, Section 24, of the Westchester County Charter, that he is authorized to act on behalf of the County of Westchester, the municipal corporation described in and which executed the foregoing instrument.

[Signature]  
Witness  
Westchester County

CONTRACTOR: [Signature]  
Title Treasurer

STATE OF Michigan  
~~NEW YORK~~  
County of Wayne

SS:

[INDIVIDUAL/PARTNERSHIP/CORPORATION] (Circle One)

On this 1st day of November, 2021, before me personally came Milisa Bulbovic to me known, and known to me to be the individual described in and who executed the foregoing contract, and he acknowledged to me that he executed the same.

[Signature]  
Notary Public  
Wayne County, Michigan

EILEEN McDONNELL  
Notary Public, State of Michigan  
Wayne County, Michigan  
My Commission Expires Dec 23, 2026  
Wayne County