

COUNTY OF ERIE

**DIVISION OF PURCHASE
95 FRANKLIN STREET
BUFFALO, NY 14202**

**Bid for Road Salt Materials and Sand for use
By Erie County Department of Public Works
Division of Highways**

**Submitted in accordance with New York State Specifications
For the period September 1, 2024– August 31, 2025**

BID #240165-004

COMPANY

PHONE

**American Rock Salt
PO Box 190
Mt. Morris, NY 14510**

**(888) 762-7258
FAX- 585-243-7676-
Email**

**D&H Materials
11939 Rt. 98 South
Arcade, NY 14009**

(716) 492-4956

BID NO:	240165-004
BIDS FOR:	ROAD SALT MATERIALS
BID DATE:	

SAND BID		
	<u>D&H</u>	<u>DELIVERED TO</u>
SAND	TON	
SAND	4.95	FOB TRUCKS @ 10811 RT 16 DELEVAN
SAND	16.40	CLARENCE
SAND	26.75	TONAWANDA
SAND	14.85	LANCASTER
SAND	14.85	CHEEKTOWAGA (HARLEM & CLITON)
SAND	14.85	HAMBURG
SAND	13.90	ANGOLA
SAND	11.80	AURORA
SAND	9.10	PROTECTION
SAND	9.40	EAST CONCORD
SAND	11.90	COLLINS
SAND	16.60	AKRON CENTRAL SCHOOLS
SAND	16.60	VILLAGE OF AKRON
SAND	14.15	TOWN OF ALDEN
SAND	14.15	VILLAGE OF ALDEN
SAND	15.45	TOWN OF AMHERST
SAND	11.15	TOWN OF AURORA
SAND	14.15	VILLAGE OF BLASDELL
SAND	15.45	BOCES-CHEEKTOWAGA
SAND	14.15	BOCES-ORCHARD PARK
SAND	10.85	TOWN OF BOSTON
SAND	13.65	TOWN OF BRANT
SAND	14.85	CITY OF BUFFALO
SAND	15.00	TOWN OF CHEEKTOWAGA
SAND	15.00	CHEEKTOWAGA-MARYVALE U.F.S.D
SAND	16.50	TOWN OF CLARENCE
SAND	10.65	TOWN OF COLDEN
SAND	11.90	TOWN OF COLLINS
SAND	10.90	TOWN OF CONCORD
SAND	14.55	VILLAGE OF DEPEW
SAND	12.30	VILLAGE OF EAST AURORA
SAND	13.40	TOWN OF EDEN
SAND	12.75	TOWN OF ELMA
SAND	15.70	ERIE COMMUNITY COLLEGE
SAND	15.25	ERIE COUNTY MEDICAL CENTER CORP
SAND	14.70	ERIE COUNTY WATER AUTHORITY
SAND	13.90	TOWN OF EVANS
SAND	11.90	VILLAGE OF GOWANDA
SAND	16.65	TOWN OF GRAND ISLAND
SAND	13.85	TOWN OF HAMBURG
SAND	13.30	VILLAGE OF HAMBURG
SAND	10.15	TOWN OF HOLLAND
SAND	15.95	KENMORE SCHOOL DISTRICT
SAND	16.65	VILLAGE OF KENMORE
SAND	14.55	CITY OF LACKAWANNA
SAND	14.55	TOWN OF LANCASTER
SAND	13.30	TOWN OF MARILLA
SAND	15.95	TOWN OF NEWSTEAD
SAND	13.00	TOWN OF NORTH COLLINS
SAND	13.30	TOWN OF ORCHARD PARK
SAND	13.30	VILLAGE OF ORCHARD PARK
SAND	9.40	TOWN OF SARDINIA
SAND	14.85	VILLAGE OF SLOAN
SAND	10.90	VILLAGE OF SPRINGVILLE
SAND	16.20	CITY OF TONAWANDA
SAND	16.20	TOWN OF TONAWANDA
SAND	12.05	TOWN OF WALES
SAND	13.70	TOWN OF WEST SENECA
SAND	15.25	VILLAGE OF WILLIAMSVILLE

AMERICAN ROCK SALT CO		
SALT PRICE PER TON	SPECIFIED SALT	
\$40.00 PER TON		
		DELIVERY CHARGE:
PLACE	# OF TONS	COST PER TON
ERIE COUNTY ALL FACILITIES	25,000	\$3.61
CITY OF BUFFALO	18,000	\$3.61
BUFFALO SEWER AUTHORITY	200	\$3.61
AKRON CENTRAL SCHOOL DISTRICT	70	\$3.61
VILLAGE OF AKRON	400	\$3.61
TOWN OF ALDEN	2,500	\$3.61
VILLAGE OF ALDEN	450	\$3.61
TOWN OF AMHERST	15,000	\$3.61
VILLAGE OF ANGOLA	450	\$3.61
TOWN OF AURORA	2,300	\$3.61
VILLAGE OF BLASDELL	225	\$3.61
TOWN OF BOSTON	2,000	\$3.61
TOWN OF BRANT	700	\$3.61
TOWN OF CHEEKTOWAGA	7,000	\$3.61
CHEEKTOWAGA-MARYVALE U.F.S.D	120	\$3.61
TOWN OF CLARENCE	4,000	\$3.61
TOWN OF COLDEN	1,000	\$3.61
TOWN OF COLLINS	1,900	\$3.61
TOWN OF CONCORD	1,500	\$3.61
VILLAGE OF DEPEW	2,000	\$3.61
DEPEW U.F. SCHOOLS	120	\$3.61
VILLAGE OF EAST AURORA	800	\$3.61
TOWN OF EDEN	1,100	\$3.61
TOWN OF ELMA	3,000	\$3.61
ERIE COMMUNITY COLLEGE	500	\$3.61
ERIE COUNTY MEDICAL CENTER	600	\$3.61
ERIE COUNTY WATER AUTHORITY	70	\$3.61
TOWN OF EVANS	1100	\$3.61
VILLAGE OF GOWANDA	350	\$3.61
TOWN OF GRAND ISLAND	5,500	\$3.61
TOWN OF HAMBURG	6,000	\$3.61
VILLAGE OF HAMBURG	1000	\$3.61
TOWN OF HOLLAND	1800	\$3.61
KENMORE-TOWN OF TONAWANDA UFSD	700	\$3.61
VILLAGE OF JENOMRE	2300	\$3.61
CITY OF LACKAWANNA	1200	\$3.61
TOWN OF LANCASTER	3500	\$3.61
TOWN OF MARILLA	2200	\$3.61
TOWN OF NEWSTEAD	3000	\$3.61
NFTA 485 CAYUGA	100	\$3.61
NFTA BNIA MAINTENANCE	2500	\$3.61
NFTA COLD SPRING GARAGE	240	\$3.61
NFTA FRONTIER GARAGE	150	\$3.61
NFTA METRO RAIL & SHOP	300	\$3.61
NFTA BABCOCK GARAGE	230	\$3.61
TOWN OF NORTH COLLINS	600	\$3.61
TOWN OF ORCHARD PARK	5500	\$3.61
VILLAGE OF ORCHARD PARK	800	\$3.61
TOWN OF SARDINIA	1250	\$3.61
VILLAGE OF SLOAN	500	\$3.61
CITY OF TONAWANDA	2000	\$3.61
TOWN OF TONAWANDA	7500	\$3.61
TOWN OF WALES	700	\$3.61
TOWN OF WEST SENECA	4000	\$3.61
VILLAGE OF WILLIAMSVILLE	750	\$3.61
ADD FOR NIGHT/SATURDAY DELIVERY CONT.	10,000 TONS AT \$0.00 PER TON	
ADD FOR SUNDAY/HOLIDAY DELIVERY CONT.	5,000 TONS AT \$0.00 PER TON	

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO: 240165-004

Ship to: County of Erie
 Attention: DPW Highways and
 Address: Various County Locations

Ship Via: Most Economical
 Date Required at Destination: As Requested

ITEM NO.	QUAN-TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Please furnish pricing for Road Salt Materials and Sand as per the		
			following specifications.		
			IMPORTANT PLEASE FOLLOW!		
			*Please submit (4) four copies of your company's		
			Bid pricing sheets.		
			Any Questions please contact Bridgit Rodriguez at 716-858-4736		
			MBE/WBE Commitment-Bidder MUST complete and return with		
			Bid EITHER the MBE Utilization Report Form Part A OR the		
			Waiver Recommendation Form. These forms are found in		
			Enclosed Exhibit "H".		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
 Freedom of Information Officer
 95 Franklin Street, Rm. 1254
 Buffalo, NY 14202
 FAX #: **716/858-6465**

TOTAL NET BID DELIVERED INSIDE _____

NAME OF BIDDER _____

Notice to Bidders

**Specifications and Proposal Form Covering
Road Salt, Sand and Sand-Salt Mix
Required by the
Erie County Department of Public Works
For the period
Beginning September 1, 2024
And Ending August 31, 2025**

1. The purpose of the attached specifications is to describe the above-mentioned materials by physical and chemical requirements
2. **Bids** are solicited on various materials as shown by attached specifications and proposal form.
3. **Purchase Orders** will be issued to the lowest responsible bidder after due consideration has been given to the point of delivery, the location of the site to which material will be hauled.
4. The **Purchaser** reserves the right to reject any or all bids, or to accept, either in whole or in part, any one bid or combination of bids.
5. No quantities are given. **Quotations** on all items shall be requirements to August 31, 2025.
6. All references to **New York State** refer to the latest **Public Works** specifications and any revisions.
7. The bid shall be signed by the bidder in the proper place on the last page of this Proposal.
8. In submitting this bid, the bidder declares that he is, or they are, the only person or persons interested in the said bid, that it is made without any connection with any person making another bid for the same materials, that the bid is in all respects fair and without collusion, fraud or mental reservation and that no officer or employee of the **County** is directly or indirectly interested in said bid or in the supplies, or in any portion of the profits thereof.
9. No bid for materials, or supplies may be accepted from the contracts, therefore, awarded to any person who is in arrears to Erie County, upon debt or contract or who has defaulted as surety or otherwise upon a contract or obligation to the county.

“The Bidder hereby agrees to the provisions of Section **103-a, 103-b, and 103d**, being part of **Chapter 605 of the laws of 1959** of the **General Municipal Law** which requires that upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

10. (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal and
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid, and
- (c) Every contract hereafter made or awarded by a municipal corporation or any public department, agency or official thereof or by a fire district or any agency or official thereof, pursuant to bid for work services performed or to be performed or goods sold or to be performed or goods sold or to be sold, shall contain the following statement by the bidder, under penalty that:
 - (a) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
 - (b) The content of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening bid”

Specified Quantity Salt Bid

Erie County hereby requests bids on the furnishing and delivery of Sodium Chloride Salt for ice control. The County and participating municipalities listed below agree to purchase the specified amounts listed below in bulk form.

Specification:

Salt shall be not less than 95% sodium chloride as determined by ASTM-D-632. The salt when tested, using sieves as described in ASTM-C-136 (*1), shall conform to the following requirements for particle size distribution:

Sieve Size	Per Cent Passing (*2)
½”	100
3/8”	95-100
No.4	20-90
No.8	10-60
No.30	0-15

(*1) A drying temperature of 110 degrees C +/- 5 degrees C should be used.

(*2) Tolerance of +/- 5% on each sieve except ½” and 3/8” sizes on which no tolerance will be allowed.

Moisture content upon delivery shall not exceed 1.5% when determined as follows

$$\% \text{ Moisture} = (W1 - W2) / W1 \times 100$$

W1 = Initial weight of sample

W2 = weight of sample after drying to a constant weight at 100 degrees C +/- 5 degrees C

Every opportunity and assistance shall be provided to Erie County and the participating municipalities to sample for testing the material at the plant or storage area. Erie County and the participating municipalities shall also have the right to have tests performed on any sample delivered to the municipal storage area.

Sodium Chloride Salt shall be rejected if it fails to conform to any of the requirements of these specifications or if it is caked or sticky in the trucks upon delivery and inspection. All rejected product shall be removed from the location within 24 hours of notification and no charge made for the amount delivered that was rejected. At the discretion of Erie County and the participating municipalities, a negotiated price may be implemented in lieu of replacement of failed material. The successful bidder will also be responsible for payment of all testing fees if the sample is found not to meet the requirements of the specification. No fee to the successful bidder will be incurred if the sample passes the requirements of the specification.

Salt shall be treated with an anti-caking agent at the rate of 0.1 to 0.2 lbs. / ton. Potential vendors shall submit information with their bid on the proposed anti-caking agent. The planned quantity, test for the presence, solubility, photodecomposition and potential damage to the environment shall be included. Prior to acceptance of the bid proposal, a visual inspection of the company's facility to examine the process of treating with anti-caking agent will be made. Should the apparent low bidder not be able to provide the anti-caking agent requirement described herein, this will be a cause for rejection of

the bid. Further, at any time as deemed necessary by Erie County or a participating municipality, a visual inspection of the facility to ensure the anti-caking agent is being added will be made.

Quantities:

The quantity specified by each municipality represents 100% of their requirement for the season. The season is September 1, 2024 through August 31, 2025. The municipal participants in this purchase agreement are obligated and guarantee to purchase only 70% of their specified quantity. The successful vendor is obligated and guarantees to furnish and deliver up to 130% of the named quantity.

If the total quantity ordered exceeds the participating municipality’s estimated annual tonnage by 130% during the initial term of the contract, the successful bidder shall still continue to stock and sell Sodium Chloride Salt to the participating municipality. The successful bidder, however, may request in writing a price adjustment for future deliveries based on incremental out-of-pocket expenses incurred by the successful bidder. If a price adjustment is to be requested, the successful bidder shall issue written notice to the participating municipality within 24 hours after the municipality reaches 120% of its estimated tonnage. Any increase in price will apply only to that portion of an order that exceeds the 130% percent of the estimated tonnage. The successful bidder shall provide complete documentation to justify the increase. Only one such price increase shall be allowed and it shall be uniform for all members of this bid.

<u>Municipality</u>	<u>Quantity (Tons)</u>
Erie County (all delivery points throughout the county)	25,000
City of Buffalo	18,000
Buffalo Sewer Authority	200
Akron Central Schools	70
Village of Akron	400
Town of Alden	2,500
Village of Alden	450
Town of Amherst	15,000
Village of Angola	450
Town of Aurora	2,300
Village of Blasdell	225
Town of Boston	2,000
Town of Brant	700
Town of Cheektowaga	7,000
Cheektowaga-Maryvale U.F.School District	120
Town of Clarence	4,000
Town of Colden	1,000
Town of Collins	1,900
Town of Concord	1,500
Village of Depew	2,000
Depew U.F. School	120
Village of East Aurora	800
Town of Eden	1,100
Town of Elma	3,000

Erie Community College	500
Erie County Medical Center Corp.	600
Erie County Water Authority	70
Town of Evans	1100
Village of Gowanda	350
Town of Grand Island	5,500
Town of Hamburg	6,000
Village of Hamburg	1,000
Town of Holland	1,800
Kenmore-Town of Tonawanda U.F. School District	700
Village of Kenmore	2,300
City of Lackawanna	1,200
Town of Lancaster	3,500
Town of Marilla	2,200
Town of Newstead	3,000
NFTA 485 Cayuga	100
NFTA BNIA Maintenance	2,500
NFTA Cold Springs Garage	240
NFTA Frontier Garage	150
NFTA Babcock Garage	230
NFTA Metro Rail & Shop	300
Town of North Collins	600
Town of Orchard Park	5,500
Village of Orchard Park	800
Town of Sardinia	1,250
Village of Sloan	500
City of Tonawanda	2,000
Town of Tonawanda	7,500
Town of Wales	700
Town of West Seneca	4,000
Village of Williamsville	750
Total	146,775 Tons

Deliveries:

Municipal participants herein referred to as purchasers agree to order salt at least forty-eight (48) hours before it is required. The successful vendor agrees to begin delivery of salt within two (2) business days of ordering and complete the order within three (3) business days. In cases where the ordered quantity exceeds 1,000 tons, delivery must be completed within four (4) business days. In the event that a purchaser orders night or weekend deliveries contingent unit prices contained in the proposal shall apply. Salt and delivery prices shall remain firm throughout the life of agreement and until such time that contractual quantity of salt is delivered. Orders placed after 2:00 PM will be considered as placed the next business day.

Liquidated damages of \$1.00 per ton per day will be assessed by a participating municipality on the outstanding tonnage not delivered within the timeframe required by these specifications. Liquidated damages will be imposed on the first day following the required delivery day and may be applied each calendar day that a balance is

outstanding thereafter. Any calculated liquidated damages may be deducted from invoices outstanding at the time but such deductions must be accompanied by a written explanation detailing the calculations of the liquidated damages deducted.

Note: Vendor must stipulate that trucker calls purchaser 24 hours in advance of delivery.

Storage:

In the event the purchaser cannot accept deliveries the vendor shall store salt until released. This event automatically extends the life of this contract until deliveries are completed.

Payment:

The purchaser shall make payment within thirty (30) days of receipt of a correct invoice. In the event the purchaser cannot accept deliveries payment shall be made for the pro-rata share of the specified quantity of salt, subject to the 80% guarantee. The pro-rata share shall be based on a five-month delivery schedule from November through March. Payment of transportation costs, named in the proposal shall be made within thirty (30) days of the acceptance of delivery.

Fuel Price Adjustment:

A fuel price adjustment may be made to contract pricing in accordance with the procedure outlined in the New York State Office of General Services contract award for Group 01800 Road Salt.

Specification for Sand/Salt Pre Mix Abrasives (Delivered)

Scope

This specification covers the material requirements for premixed abrasives used to control snow and ice on pavements.

Material Requirements:

1. **Abrasives:** ___ The material for abrasives shall be either natural sand, manufactured sand or stone screenings, meeting New York State Department of Transportation specifications. Section 703-01 Fine Aggregate.
2. **Salt:** Salt to be added to the mix shall be Sodium Chloride type "A" crushed rock salt that is used for removal of snow and ice. It shall not be less than 97% Sodium Chloride.

Sampling:

Sampling shall be performed by Erie County Division of Highway Personnel at the point where the material is blended to the required mix ratio. The mixing process to consist of a system whereby each ingredient to be mixed is weighted by the use of certified sealed scales. Sampling shall be a minimum of two samples per approved stockpile.

Gradation:

<u>Abrasives</u>		<u>Salt</u>	
<u>Sieve</u>	<u>% Passing</u>	<u>Sieve</u>	<u>% Passing</u>
3/8	100%	3/8	100%
# 4	80 – 100	¼	95 – 100
# 50	0 – 25	# 4	20 – 90
# 200	0 – 5	# 8	10 – 60
		# 30	0 – 10

Note: The percent passing shall be based on weight determined by dry sieving a sample of dry abrasive material that had the 200 materials removed by wet washing

Acceptance:

The acceptance of the abrasive material shall be based on the condition that the material meets the specification requirements.