

**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, 2020 – August 31, 2021**

**BID #220148-004**

## **COMPANY**

## **PHONE**

**Compass Minerals**  
9900 W 109<sup>th</sup> St. Suite 1000  
Overland Park, KS 66210

**(800) 323-1641x1**  
**FAX- 913-433-9616**  
**Email [highwayorders@compassminerals.com](mailto:highwayorders@compassminerals.com)**

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

**(716) 492-4956**

**Gernatt Asphalt Products, Inc.**  
PO Box 400  
Collins, NY 14034

**(716) 532-3371**











Sand Salt Pre Mix		Village of Kenmore	City of Lackawanna	Town of Lancaster	Town of Marilla	Town of Newstead	Town of North Collins	Town of Orchard Park	Village of Orchard Park	Town of Sardinia	Village of Sloan	Village of Springville
Gernatt Asphalt Products, Inc.	1 to 1	48.65	44.90	47.15	46.15	50.65	42.65	43.40	43.40	40.15	46.90	38.65
	1 to 2	40.35	36.60	38.85	37.85	42.35	34.35	35.10	35.10	31.85	38.60	30.35
	1 to 3	36.15	32.40	34.65	33.65	38.15	30.15	30.90	30.90	27.65	34.40	26.15
	1 to 4	33.65	29.90	32.15	31.15	35.65	27.65	28.40	28.40	25.15	31.90	23.65
	1 to 5	31.95	28.20	30.45	29.45	33.95	25.95	26.70	26.70	23.45	30.20	21.95

Sand Salt Pre Mix		City of Tonawanda	Town of Tonawanda	Town of Wales	Town of West Seneca	Village of Williamsville
Gernatt Asphalt Products, Inc.	1 to 1	47.65	47.65	45.15	45.65	47.90
	1 to 2	39.35	39.35	36.85	37.35	39.60
	1 to 3	35.15	35.15	32.65	33.15	35.40
	1 to 4	32.65	32.65	30.15	30.65	32.90
	1 to 5	30.95	30.95	28.45	28.95	31.20



## 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, 2020  
And Ending August 31, 2021**

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, 2021.
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

1. 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”

The quantity specified by each municipality represents 100% of their requirement for the season. The season is September 1, 2020 through August 31, 2021. 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.

<b>Municipality</b>	<b>Quantity (Tons)</b>
Erie County (all delivery points throughout the county)	25,000
City of Buffalo	28,000
Buffalo Sewer Authority	250
Akron Central Schools	180
Village of Akron	400
Town of Alden	1,400
Village of Alden	450
Town of Amherst	8,000
Town of Aurora	2,300
Village of Blasdell	270
Town of Boston	2,200
Town of Brant	700
Town of Cheektowaga	10,000
Cheektowaga-Maryvale U.F.School District	120
Town of Clarence	3,000
Town of Colden	1,000
Town of Collins	1,900
Town of Concord	1,500
Village of Depew	2,800
Village of East Aurora	700
Town of Eden	1,200
Town of Elma	1,700
Erie Community College	600
Erie County Medical Center Corp.	600
Erie County Water Authority	150
Town of Evans	1,200
Village of Gowanda	350
Town of Grand Island	5,500
Town of Hamburg	6,500
Village of Hamburg	1,000
Town of Holland	1,900
Kenmore-Town of Tonawanda U.F. School District	700
Village of Kenmore	2,500

City of Lackawanna	2,000
Town of Lancaster	3,800
Town of Marilla	2,200
Town of Newstead	2,000
Town of North Collins	600
Town of Orchard Park	3,000
Village of Orchard Park	800
Town of Sardinia	1,200
Village of Sloan	500
Village of Springville	1,400
City of Tonawanda	2,800
Town of Tonawanda	7,500
Town of Wales	400
Town of West Seneca	4,000
Village of Williamsville	750
<b>Total</b>	<b>147,020 Tons</b>

**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:**

<b><u>Abrasives</u></b>		<b><u>Salt</u></b>	
<b><u>Sieve</u></b>	<b><u>% Passing</u></b>	<b><u>Sieve</u></b>	<b><u>% Passing</u></b>
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.