



CONTRACT DATA SHEET

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

TITLE: 2013 HIGHWAY MATERIALS – GROUP II

CONTRACT #: 0104-13

CONTRACT DATES: 03/01/13 – 02/28/15

BUYER: SHARON A. BERNDT
PHONE: 585/753-1110
FAX: 585/753-1104

VENDOR(S): MILLENNIUM ROADS LLC
12118 EAST YATES CENTER ROAD
LYNDONVILLE, NY 14098

PH: 585-765-2621
FAX: 585-765-9736

TERMS AND CONDITIONS

BID ITEM: 2013 HIGHWAY MATERIALS GROUP II

FOR: Department of Transportation

DEPARTMENT CONTACT: Timothy Frelier, (585) 753-7731

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.

WAGE RATES: Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us

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.

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 one or more contract(s) to the lowest responsive and responsible bidder(s). The County reserves the right to award the bid as a **whole or by item or line, whichever method is in the best interest of the County. Separate awards will be considered only when the price offered is great enough to offset the additional costs inherent to multiple contracts.** Bidders are not required to bid on every item included in the bid. **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 **February 28, 2014**, 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 his 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.

**COMPLIANCE WITH
THE LAW:**

The Contractor agrees to procure all necessary licenses and permits. The Contractor shall comply with all laws, rules and regulations pertaining to the payment of wages and all other matters applicable to the work performed under this contract.

**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 his 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 political subdivision or district located in New York State. 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.

Monroe County Department of Transportation

2013 Highway Material Group II

Technical Specifications

The specification item description will provide the reference between the technical specification and the price bid sheet proposal.

ITEM ____ ORGANIC SNOW AND ICE CONTROL PRODUCTS

DESCRIPTION:

It shall be the purpose and intent of this award to make available to end users a variety of snow/ice control agents available in the marketplace and suitable for their intended use.

Products available under this award are required to meet the specifications and requirements contained herein. Users should note that the products offered by various vendors under this award are not identical. Like other commodities each offered product will have its own unique set of properties. They may vary in many areas including color, composition, and performance and cost to name a few. It is therefore incumbent on the users of these materials to attempt to select a cost effective products that best suits the circumstances of usage anticipated.

The vendors of these materials are a valuable resource of technical assistance and information regarding the products they offer. End users of this award are strongly encouraged to contact the various vendors of these materials and request technical advice and information to aid in selection of appropriate product, proper usage of that product and/or resolution of any problems encountered during usage.

MATERIAL REQUIREMENT:

The material shall be suitable for stockpile treatment of salt with a de-icing liquid comprised of organic based performance enhancer by itself or a blend of OBPE with a chloride brine as indicated on the bid sheet. The deicing materials when mixed with rock salt or a combination of rock salt and sand shall demonstrate the following benefits;

- Enhance the melting capabilities of rock salt down to 0 degrees F. when used by itself or with an onboard pre-wetting liquid.
- Reduce bounce and scatter of the granular products to be applied to the road surface.
- Demonstrate a residual effect on the applied road surface.
- The OBPE shall have a corrosion value less that that of distilled water.
- In addition the material shall meet the following general chemical requirements.

GENERAL CHEMICAL REQUIREMENTS:

Note Well: This section applies only to products offered that **do not** have a Beneficial Use Determination (BUD) from New York State Department of Environmental Conservation. **HOWEVER, ALL PRODUCTS OFFERED MUST CONTAIN 250 PPM OR LESS PHOSPHORUS, CALCULATED ON AN UNDILUTED BASIS, WITH OR WITHOUT BENEFICIAL USE DETERMINATION.**

ITEM ____ ORGANIC SNOW AND ICE CONTROL PRODUCTS

Bids may not be accepted on any product that contains constituents in excess of the following established total concentration limits. Results are stated as Parts Per Million (ppm). If product exceeds any of the following constituents then the bidder shall identify the exception(s) and explain any mitigating circumstances. The State reserves the right to evaluate these exceptions and make a determination of product eligibility based on the best interests of the State.

Phosphorus 250.00 ppm	Chromium 0.50 ppm
Cyanide 0.20 ppm	Cadmium 0.20 ppm
Arsenic 5.00 ppm	Barium 75.00 ppm
Copper 0.50 ppm	Selenium 5.00 ppm
Lead 1.00 ppm	Zinc 10.00 ppm
Mercury 0.05 ppm	

Chemical Analysis

Bidder shall supply a certified analysis conducted within the last 3 years from an independent laboratory showing compliance with all the above listed requirements **INCLUDING** those listed in the **GENERAL CHEMICAL REQUIREMENT** section above. Exceptions to the requirements must be stated and the State reserves the right to reject the product.

EQUIPMENT REQUIREMENT

When the price per gallon includes the mixing (Option B) the vendor shall deliver the necessary pug mill mixing equipment plant to the purchasing agents site, the mixing equipment shall be supplied with adjustable liquid flow controls and a qualified operator trained by the vendor. The pugmill shall be capable of receiving different blends of aggregates and salt to produce a homogeneous blend of aggregates, salt, and liquid as desired by the purchasing agency. The purchasing agency will provide the loader and operators to assist in the mixing process to obtain optimal mixing production.

METHOD OF MEASUREMENT:

The quantity of material to be paid for shall be by the gallon for either Option A or Option B.

BASIS OF BID:

The county requests bids in for each material designated as follows:

The unit price bid per gallon for Option A shall include all costs of furnishing and delivering the material to any point in Monroe County.

ITEM ____ ORGANIC SNOW AND ICE CONTROL PRODUCTS

The unit price per gallon for Option B shall include all costs for the vendor furnishing, delivering the material and mixing (w/portable pugmill) the material with agency salt and aggregate at the agency storage facility.

BASIS OF PAYMENT:

Payment will be made under:

Item No.	Description	Pay Unit
	Organic Snow and Ice control liquid (Option A- delivered)	Gallon
	Organic Snow and Ice control liquid (Option B delivered and mixed at agency storage facility)	Gallon

BP0104-13**Highway Materials Group II****ITEM ORGANIC BASED SNOW AND ICE PRODUCTS****OPTION A - Product Furnished and Delivered**

PRODUCT NAME	PRODUCT COLOR	% BLEND of Product (w/	CHLORID E LIQUID	UNIT	UNIT PRICE	VENDOR
Ice Ban 40/60	Black	40	Calcium	Gallon	0.85	Millennium Roads, LLC
Ice Ban 25/75	Black	25	Calcium	Gallon	0.85	Millennium Roads, LLC
Ice Ban 7/93	Black	7	Calcium	Gallon	0.85	Millennium Roads, LLC

ITEM ORGANIC BASED SNOW AND ICE PRODUCTS - MIXED**OPTION B - Product Furnished, Delivered and Mixed**

PRODUCT NAME	PRODUCT COLOR	% BLEND of Product (w/	CHLORID E LIQUID	UNIT	UNIT PRICE	VENDOR
Ice Ban 40/60	Black	40	Calcium	Gallon	1.00	Millennium Roads, LLC
Ice Ban 25/75	Black	25	Calcium	Gallon	1.00	Millennium Roads, LLC