

MEMO 23-04

TO: Frank Schulte, City Administrator  
 FROM: James Kowalski, Director of Public Services *J.K.*  
 DATE: April 11, 2023  
 SUBJECT: Recommendation – Road Salt 2023/2024 and 2024/2025 Seasons

On March 28, 2023, a two-year bid request for supplying road salt for the winter maintenance seasons was posted on the Michigan Intergovernmental Trade Network (MITN) website by the City of Farmington Hills for the Oakland County Road Commission on behalf of 25 cooperative participants, including the City of Grosse Pointe Woods. The following bids were received:

	Year 1		Year 2	
	Before 10/1/2023	After 10/1/2023	Before 10/1/2024	After 10/1/2024
The Detroit Salt Co.	\$ 55.25	\$ 59.00	\$ 56.91	\$ 60.77
Compass Minerals America	\$ 71.05	\$ 71.05	\$ 71.05	\$ 71.05
Cargill Inc.	\$ 70.79	\$ 70.79	\$ 73.62	\$ 73.62

Detroit Salt Company’s bid came in lower for the two-year contract and offered an option of four additional one-year extensions at the approved 3% per year increase upon mutual consent between the City and Detroit Salt Company. They provided salt to the city through the MITN/Oakland County Road Commission cooperative bid since 2008 and their service has been satisfactory.

We have committed to 1,000 tons for each of the upcoming winter seasons. This is a decrease of 300 tons over the prior years because of the past winter seasons and salt barn capacity. The City is required to take a minimum of 700 tons or can take a maximum of 1,300 tons.

I concur with the decision of the MITN/Oakland County Road Commission cooperative and recommend that we purchase road salt for the 2023/2024 winter maintenance season at a price of \$55.25 to \$59.00 per ton in an amount of \$76,700.00 and for the 2024/2025 winter maintenance season at a price of \$56.91 to \$60.77 per ton in an amount of \$79,001.00 from The Detroit Salt Company, 12841 Sanders Street, Detroit, MI 48217 for the maximum of 1,300 tons.

The unencumbered funds in accounts 202-478-757.000 (\$19,175.00) and 203-478-757.000 (\$57,525.00) will be available upon approval of the 2023/2024 budget. The unencumbered funds in accounts 202-478-757.000 (\$19,750.25) and 203-478-757.000 (\$59,250.75) will be available upon approval of the 2024/2025 budget.

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

*Frank Schulte*  
 \_\_\_\_\_  
 Frank Schulte, City Administrator

*4-11-23*  
 \_\_\_\_\_  
 Date

**RECEIVED**

APR 12 2023

Fund Certification:

Account numbers and amounts have been verified as presented.

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

*Shawn Murphy*  
 \_\_\_\_\_  
 Shawn Murphy, Treasurer/Comptroller

*4-12-23*  
 \_\_\_\_\_  
 Date



DEPARTMENT OF CENTRAL SERVICES

April 11, 2023

Detroit Salt  
Jean Szatkowski  
12841 Sanders Street  
Detroit, MI 48217

**RE: ITB-FH-22-23-2388 ROCK SALT FOR SNOW & ICE CONTROL**

Dear Ms. Szatkowski:

The City of Farmington Hills and associated MITN members would like to thank you for submitting your bid. This letter will serve as notice that the aforementioned bid has been awarded to your company, Detroit Salt, by the City Council of Farmington Hills, MI. The action taken at last night's Council meeting is as follows:

City Council authorize the City Manager to issue a purchase order to Detroit Salt Company for a not to exceed total of amount of 5,850 tons or \$348,777 for fiscal year 2023/2024 and for an estimated amount of 5,850 tons or \$359,249 for fiscal year 2024/2025. In addition, it is recommended that the City Council authorize the City Manager to issue purchase orders for rock salt to Detroit Salt Company for four (4) additional one year extensions at the approved 3% per year increase upon mutual consent between the City and Detroit Salt Company.

All other agencies: Berkley, Bloomfield Township, Clawson, Lathrup Village, Huron Clinton Metro Parks, Orchard Lake, Rochester, Rochester Hills, Royal Oak., Southfield, Southfield Public Schools, South Lyon, Walled Lake, Wixom, Centerline, Roseville, St. Clair Shores, Sterling Heights, Warren, Grosse Pointe Woods, Livonia, Romulus, Grosse Pointe Shores and Westland will be notified of the action taken by Farmington Hills and will notify you as their award processes are completed.

The City of Farmington Hills is happy continue our business relationship with you and will issue a blanket purchase order to Detroit Salt at the beginning of our fiscal, July, 2023. If you have any questions about this information, do not hesitate to contact me at 248-871-2435.

Sincerely,  
CITY OF FARMINGTON HILLS  
/s/ Kelly Monico  
Director of Central Services

Cc: Pam Smith  
Karen Mondora  
Derrick Schueller

Detroit Salt

## INVITATION TO BID

**BID:** #itb-fh-22-23-2388

**ITEM:** Rock Salt for Snow & Ice Control

**DEADLINE:** Tuesday, March 28, 2023, 10:00 a.m. E.S.T.

**QUESTIONS:** Accepted in writing via email to Kelly Monico, Director of Central Services  
[kmonico@fhgov.com](mailto:kmonico@fhgov.com) or Derrick Schueller, DPW Superintendent,  
[dschueller@fhgov.com](mailto:dschueller@fhgov.com)

### 1. SUBMISSION AND RECEIPT OF BID

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** The City of Farmington Hills reserves the right to postpone the opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the Farmington Hills City Clerk. All bids shall be labeled with the ITB number, item, as well as the aforementioned deadline date/time and the vendor name and address on the outside of the envelope. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitting a "No Bid", do not follow the above directions but send a letter to the Purchasing Division indicating a "No Bid".** Bids shall be mailed or delivered to City of Farmington Hills, City Clerk's Office, 31555 W. Eleven Mile Road, Farmington Hills, MI 48336-1165 **before** the stated deadline. **No faxed or emailed bids will be accepted.**

### 2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City of Farmington Hills reserves the right to accept any item in the bid. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City of Farmington Hills reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response. The City of Farmington Hills promotes "green" technologies and the reduction of waste. When possible, your response should be double sided to reduce paper usage. Other factors including source of supply may be used in award recommendations.

### 3. OFFICIAL DOCUMENTS

The City of Farmington Hills shall accept **NO CHANGES** to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is Vendor's responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid, and that Vendor fails to accept the award, the City of Farmington Hills may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that document appearing on the MITN with amendments and updates.

The City of Farmington Hills officially distributes bid documents from the Purchasing Division or through the



Michigan Intergovernmental Trade Network (MITN). Copies of documents obtained from any other source are **not considered official copies**. Only those vendors who obtain documents from either the Purchasing Division or the MITN system is guaranteed access to receive addendum information if such information is issued. If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, [www.mitn.info](http://www.mitn.info) and obtain an official copy and any addenda.

**4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS**

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof is valid only if given by the City's Purchasing Division staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Division. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**5. CHANGES AND ADDENDA TO BID DOCUMENTS**

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

**6. SPECIFICATIONS**

Unless otherwise stated by bidder, the bid will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

**7. ALTERNATES**

Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

**8. PRICING**

Prices shall be stated in units of quantity specified in the Document. In case of a discrepancy in computing the amount of the bid, the unit price will govern.

**9. TAXES, TERMS AND CONDITIONS**

The City of Farmington Hills & all agencies listed in this request are exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 - 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> The City's tax number is 38-6006902. General payment terms are Net 30 days upon receipt of goods (unless otherwise stated below). Cooperative members will provide their tax-exempt status as required by the awarded vendor.

**10. QUANTITIES**

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.



## 11. DELIVERY

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday.

## 12. PROCESS OF REVIEW OF BIDS & AWARD OF CONTRACT

- A. To be considered your company must specialize in and have provided the services listed herein as indicated in the specification section. Submit one (1) original & Two (2) copies of the bid in one sealed envelope or box.
- B. The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered.
- C. If within the past ten (10) years, the vendor or any of its proposed subcontractors has sued the City of Farmington Hills, or has been sued by the City of Farmington Hills, with respect to project related claim or issue, the vendor shall not be eligible for consideration.
- D. Unless otherwise specified in the document the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Bidder's intent.
- E. The City of Farmington Hills reserves the right, in their sole and exclusive discretion, to reject any or all bids for any or no reason at all, to not award this contract to any of the bidders for any or no reason, to waive irregularities and/or informalities, and to make the award that in the opinion of the City Council is in the best interest and to the best advantage of the City of Farmington Hills.

## 13. WITHDRAWAL OF BID

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Purchasing Division staff may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

## 14. DEFAULT CONDITIONS

In case of default by the contractor, the City of Farmington Hills may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

## 15. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against if for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.



## 16. SAMPLES

Generally, when required, samples will be specifically requested in the Request for Bids. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror request, transportation collect.

## 17. PATENTS, COPYRIGHTS, ETC.

The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

## 18. NON-COLLUSION

By signing the bid, the offeror certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.

## 19. CANCELLATION

Unless otherwise stated within this Invitation to Bid, any Contract entered into in response to this Invitation to Bid, including any extension or amendment of a Contract, may be terminated at any time, with or without cause, with 30 days written notice by the City. The City shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall be responsible only for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. Termination shall not relieve Contractor of its obligation to provide City with all of the plans and product generated under this Contract through the effective date of termination. Prior to the effective date of any termination or prior to the completion of the work (including any extension of the timing for completion), whichever is the first to occur, Contractor shall deliver to the City all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, applications, manuals, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and other materials in its possession or control that is gathered or generated in the course of performing the work or that relates to the work in any way; provided that Contractor may retain a copy of such materials for its files.

## 20. DEFAULT AND REMEDIES

Any of the following events shall constitute cause for the City of Farmington Hills to declare Contractor in default of the contract: A. Nonperformance of contractual requirements or B. A material breach of any term or condition of this contract. Please note, The City of Farmington Hills shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the City of Farmington Hills may do one or more of the following: A. Exercise any remedy provided by law; B. Terminate this contract and any related contracts or portions thereof; 4. Impose liquidated damages; or D. Suspend contractor from receiving future bid solicitations.

## 21. LAWS AND REGULATIONS

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

## 22. GOVERNING LAW

This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The construction and effect of any Participating Addendum or order against the





contract(s) shall be governed by and construed in accordance with the laws of the participating entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the participating entity's State.

**23. ASSIGNMENT/SUBCONTRACT**

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the City of Farmington Hills.

**24. NONDISCRIMINATION**

The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting agencies, upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual agency's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the agencies to insure that subcontractors and vendors are bound by this provision.

**25. SEVERABILITY**

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**26. FORCE MAJEURE**

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Farmington Hills may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**27. BID PREPARATION COSTS**

The City of Farmington Hills is not liable for any costs incurred by the offeror in bid preparation.

**28. CONFLICT OF INTEREST**

The City of Farmington Hills Code of Ethics prohibits City officials and employees from using their official position to unreasonably secure, request, or grant any privileges, exemptions, advantages, contracts or preferential treatment for themselves or others, and further, requires the reporting of certain financial or other interests held by themselves or their family members in any organization that does business with the City. Consistent with the principles of the City of Farmington Hills Code of Ethics, and in accordance with applicable federal regulations, no employee, officer or agent of the City shall be permitted to participate in the selection, the award, or the administration of a contract if the employee, officer or agent of the City, or his or her immediate family member or members, or his or her business partner or partners, works for, or has any financial or other interest in any company bidding for the contract.

In order to determine whether your company presents any potential conflict of interest with respect to the award of the subject contract, on a separate piece of paper, please disclose any familial or business relationships you have with any current or former employee, agent, consultant, officer or elected or appointed official of the City of Farmington Hills, or others who are or have been within the past year, in a decision making position with the

City of Farmington Hills, and who may be able to grant favorable treatment with respect to being awarded this contract. Please disclose the full nature and extent of your relationship. The City will review the relationship for conflict of interest. If a determination is made that the relationship is contrary to Federal Regulations 24 CFR 570.611 your company will be removed from the bid process. Requests for exceptions will be reviewed by the HUD Detroit Field Office in accordance with the standards set forth in 24 CFR 570.611(d).

Violation of the City's Code of Ethics as the result of non-disclosure will be reviewed in accordance with Section 5 of the City of Farmington Hills Code of Ethics and may result in disciplinary action, and/or termination of the subject contract.

### **29. INDEPENDENT CONTRACTOR**

The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of Farmington Hills or the respective agencies to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City of Farmington Hills or participating agencies, except as expressly set forth herein.

### **30. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this Agreement, and nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties named.

### **31. CITY POLICY ON SMOKING**

The bidder, if awarded a contract, agrees to follow the City of Farmington Hills Smoking Policy which states: "The City of Farmington Hills is dedicated to providing a healthy, smoke free work place for employees, residents and visitors." To that end; smoking is prohibited in all municipal buildings, in all municipal owned, leased or rented vehicles and within twenty five (25) feet from any municipal building entrance, outdoor air intakes and operable windows. Smoking is permitted in outside designated smoking areas or in personal vehicles. Smokers are responsible for properly disposing of all smoking related litter, which includes cigarette and cigar butts, tobacco, etc. Disposal of any smoking litter is not permitted on City property except in the provided receptacles.

### **32. NON-IRAN LINKED BUSINESSES**

By signing the form below, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.

### **33. COVID-19 MANAGMENT ADHERANCE**

As a result of the Covid-19 pandemic, in the event of the issuance of any order by federal, state or local health authorities, which requires the suspension of any or all activities for any time period, all Vendors are hereby on notice that in the event that certain types of public works projects, including but not limited to the Project set forth in this Invitation to Bid, are at any time determined by the City or other governmental authorities, to be required to be suspended, in accordance with the applicable order, this project may be delayed or terminated, as set forth in Section 26 of this Invitation to Bid, and/or Article II of this Agreement. The City shall not be responsible for additional costs relating to delay of the Project, and the Project schedule may be revised to reflect requirements of the order.



**34. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)**

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to The City of Farmington Hills. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

- A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
- C. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Policy(ies) and coverages as described above, excluding Workers' Compensation Insurance, shall include an endorsement stating the following shall be Additional Insureds: The City of Farmington Hills, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Farmington Hills as additional insured, coverage afforded is considered to be primary and any other insurance the City of Farmington Hills may have in effect shall be considered secondary and/or excess.
- E. Cancellation Notice: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Farmington Hills, Attention: Mr. Thomas Skrobola, 31555 West Eleven Mile Road, Farmington Hills, Michigan 48336.
- F. Proof of Insurance Coverage: The Contractor shall provide the City of Farmington Hills at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.
- G. Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies).
- H. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to City of Farmington Hills at least ten (10) days prior to the expiration date.

### 35. DESCRIPTION

The City of Farmington Hills, on behalf of the entities listed herein, requests your bid for sodium chloride to be used for ice and snow removal and control. The sodium chloride shall be either mined rock salt or evaporated salt and shall conform to the requirements specified herein. The evaporated salt shall be compressed and crushed to produce the particle sizes as specified herein under "Gradation". Each entity reserves the right to award the bid and will issue individual purchase orders.

### 36. CHEMICAL COMPOSITION-SODIUM CHLORIDE TYPE A CRUSHED ROCK SALT

The sodium chloride shall conform to ASTM designation for Sodium Chloride Type 1, Grade 1, #D632 except that a tolerance in gradation will not be allowed and the following requirements as to chemical composition:

Sodium Chloride (NaCl), minimum, percent 95.0 purity before treatment

GRADATION:

Sieve Size	Percent passing (by weight)
.5 inch (12.5 mm)	100
3.8 inch (9.5 mm)	95 - 100
No. 4 - (4.75 mm)	20 - 90
No. 8 - (2.36 mm)	10 - 60
No. 30 - (0.60 mm)	0 - 15

### 37. MOISTURE CONTENT

The moisture content of the sodium chloride at the point of delivery shall not exceed 1.5 percent, by weight. A weight adjustment will be made for moisture content in excess of 1.5%.

### 38. GENERAL REQUIREMENTS

- A. Packing and marking, inspection, rejection and methods of sampling and testing shall conform to the respective requirements as specified under the Specifications for Sodium Chloride, ASTM Designation; #D632 chloride will be sampled at the producer's plant.
- B. Salt shall be treated with yellow Prussiate of Soda to prevent caking.
- C. Upon placing an order for sodium chloride, delivery will be received within seventy-two hours. Deliveries will be made between 8:00 a.m. and 3:00 p.m. local time, Monday through Friday.
- D. A material safety data sheet will be provided before a delivery is made.
- E. Salt that is delivered that fails to meet these specifications will be rejected replaced or credited. Debris such as gravel, dirt and trash intermixed in the delivery will be rejected.
- F. Each agency will guarantee to order a minimum of 70 percent of their estimated quantity from the lowest qualified and approved bidder for year one of the contract term. Any salt (of the guaranteed 70%) may be carried over and applied to the second year's estimated usage. Each entity will then be allowed to adjust their second year estimated quantity prior to the beginning of the season. Each entity will be allowed to order up to 130 percent of their estimated quantity each year.
- G. Each agency will provide a purchase order or award notice to the awarded vendor. Some agencies may provide intent to award prior to the start of their budget year.
- H. Upon mutual consent, the MITN cooperative and lowest responsive bidder can elect to award Year 2 and additional extensions.



**39. COOPERATIVE PARTICIPANTS**

The following agencies reserve the right to utilize another supplier should the awarded vendors be unable to fulfill the salt supply.

Agency	Delivery Address	City/State	Estimated quantity (tons)
<b>Oakland County Agencies</b>			
Berkley, City of	3238 Bacon	Berkley, MI 48072	1,200
Bloomfield Township	4200 Telegraph	Bloomfield, MI 48303	1,000
Clawson, City of	635 W. Elmwood	Clawson, MI 48017	1,200
Farmington Hills, City of	27245 Halsted	Farmington Hills, MI 48336	4,500
Lathrup Village	19101 Twelve Mile	Lathrup Village, MI 48076	200
Huron-Clinton Metroparks at:			
Kensington Metropark	2240 W. Buno Rd.	Milford, MI	350
Stony Creek Metropark	4250 26 Mile	Shelby Twp, MI	250
Hudson Mills Metropark	8801 N. Territorial Rd.	Dexter, MI	100
Indian Springs Metropark	5199 Indian Trail	White Lake, MI	50
Huron Meadows Metropark	8765 Hammel Rd.	Brighton, MI	50
Lake St. Clair Metropark	31300 Metro Parkway	Harrison Twp, MI	150
Willow Metropark	23140 Interloop Road	New Boston, MI	200
Orchard Lake, City of	3955 Orchard Lake Rd.	Orchard Lake, MI 48323	550
Rochester, City of	1141 Wilcox	Rochester, MI 48307	1,750
Rochester Hills, City of	511 E. Auburn Rd.	Rochester Hills, MI 48309	3,000
Royal Oak, City of	1600 N. Campbell	Royal Oak, MI 48067	5,500
Southfield DPW, City of	25501 Clara Lane	Southfield, MI	8,000
Southfield Public Schools	24661 Lahser	Southfield, MI 48033	800
South Lyon, City of	520 Ada	South Lyon, MI 48178	1,000
Walled Lake, City of	1499 E. West Maple	Walled Lake, MI	450
Wixom, City of	2041 Charms Rd.	Wixom, MI 48393	1,200
<b>Oakland County Total</b>			<b>31,500</b>
<b>Macomb County Agencies</b>			
Centerline, City of	6685 E. 10 Mile Road	Centerline, MI 48015	650
Roseville, City of	29411 Calahan Street	Roseville, MI 48066	2,700
St. Clair Shores, City of	19700 Pleasant	St. Clair Shores 48080	1,900
Sterling Heights, City of	7200 18 Mile Road	Sterling Heights, MI 48311	5,500
Warren, City of	12801 Stephens	Warren, MI 48093	6,000
<b>Macomb County Total</b>			<b>16,750</b>
<b>Wayne County Agencies</b>			
Grosse Pointe Woods, City of	1200 Parkway Drive	Grosse Pointe Woods, MI 48236	1,000
Livonia, City of	12973 Farmington	Livonia, MI 48154	2,500
Romulus, City of	12600 Wayne Road	Romulus, MI 48174	2,200
Grosse Pointe Shores, Village	795 Lake Shore Road	Grosse Pointe Shores, MI 48236	200
Westland, City of	37137 Marquette	Westland, MI 48185	6,000
<b>Wayne County Total</b>			<b>11,900</b>
<b>GRAND TOTAL ESTIMATED TONS PER YEAR</b>			<b>60,150</b>



**40. PRICING**

**A. YEAR 1**

2023/24 Season Item - Location	Early fill Price per ton delivered before 10/1/2023	Price per ton – delivered on/after 10/1/2023	Estimated quantity	Total
Rock Salt – Oakland County Agencies	\$ 55.87	\$ 59.62	31,500	(at Seasonal Rate) \$ 1,878,030.00
Rock Salt – Macomb County Agencies	\$ 56.10	\$ 59.85	16,750	\$ 1,002,487.50
Rock Salt – Wayne County Agencies	\$ 55.25	\$ 59.00	11,900	\$ 702,100.00

**B. YEAR 2**

2024/25 Season Item - Location	Early fill Price per ton delivered before 10/1/2024	Price per ton – delivered on/after 10/1/2024	Estimated quantity	Total
Rock Salt – Oakland County Agencies	\$ 57.55	\$ 61.41	31,500	(at Seasonal Rate) \$ 1,934,415.00
Rock Salt – Macomb County Agencies	\$ 57.78	\$ 61.65	16,750	\$ 1,032,637.50
Rock Salt – Wayne County Agencies	\$ 56.91	\$ 60.77	11,900	\$ 723,163.00

**C. ALTERNATE PRICING REQUESTS**

ITEM	DISCOUNT
Please list the discount per ton if the agencies choose to guarantee a minimum of 80% of their estimate	0
Please list the discount per ton if the agencies choose to lower their maximum order from 130% of the estimate to 120%	0
Please list the additional cost per ton if agencies choose to add blue dye consistent with industry standards to the salt.	0

**41. FIRM PRICE GUARANTEE**

All Prices will remain firm for ninety (90) days or bid award, whichever comes first, except for the successful bidder whose prices are to remain firm for two (2) years from date of award. The City of Farmington Hills reserves the right to renew this contract as stated herein, with the awarded bidder, through mutual consent and under the same terms and conditions for a period of four (4) one-year periods after the contract completion date.

Please indicate below your percentage of increase per year over the prices listed in Section B – YEAR 2 for four (4) one- year extension of this contract.

Prices listed herein in will increase 3 % each year beginning at the third year of award



**41. PAYMENT METHOD**

Does your company accept MasterCard (or other credit card) for payment as well? \_\_\_ YES  NO

If yes, please state any applicable discount, fees, etc. for this method of payment: \_\_\_\_\_

Please select company's preferred payment method:

- Check – minimally 60 days from receipt of order
- ACH – 45 days from receipt of invoice
- Credit Card – 20 days from receipt of invoice

**42. PRODUCT ORIGIN**

Origin of mined product and storage location in MI Detroit, MI

Delivery agent (name, address, contact person, phone) Multiple

**43. EXTENSION OF AWARD**

Is your Company willing to extend pricing and terms given to the named Cooperative Members to other local entities (within the counties listed herein) that are part of our purchasing cooperative (With the understanding that your company will retain the right of refusal if the Cooperative member does not meet the requirements set by your company?

Yes  No

If Yes please complete the extension information below:

\_\_\_\_\_ is a member of the MITN Purchasing Cooperative  
(Extending City, Township or Entity will fill-out as needed)

And located in one of the counties listed above.

If your company is awarded item(s) referenced in the bid proposal, the cooperative governmental entities may wish to use this contract and will use a purchase order for the item(s) awarded in this bid proposal following requirements set forth in the bid document. Each entity will provide their own purchase order and delivery location (s) and must be invoiced separately to the address indicated on the purchase order.

( x ) If an award is made to Detroit Salt Company, L.C., it is agreed that  
(Company)

the contract will be extended to any entity in the MITN Purchasing Cooperative under the same prices, terms, and conditions.

Signature of Company Representative   
Richelle Labut  
Business Operations Manager

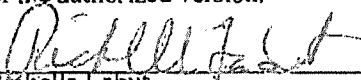
**44. EXCEPTIONS**

Note any exceptions to the specifications herein: \_\_\_\_\_

**45. ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS**

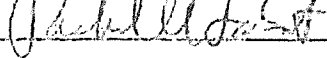
I Richelle Labut, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office or MITN website, [www.mitn.info](http://www.mitn.info) and is an official copy of the authorized version.

**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE**

  
Richelle Labut  
Business Operations Manager

**46. ACCEPTANCE OF SPECIFICATIONS**

The undersigned herein submits this bid and agrees to enter into an agreement with the City of Farmington Hills & other agencies listed herein in accordance with the specification documents. In submitting this completed and signed bid, it is understood that the right is reserved by the City of Farmington Hills reserves the right, in its sole and exclusive discretion to reject any or all bids and to make such award that, in the opinion of the City Council, is in the best interest of the City of Farmington Hills.

SIGNED  COMPANY Detroit Salt Company, L.C.  
PRINTED Richelle Labut ADDRESS 12841 Sanders St.  
TITLE Business Operations Manager CITY/STATE/ZIP Detroit, MI 48217  
PHONE 313-841-5144 FAX 313-841-0466  
CONTACT PERSON Jean Szatkowski OR \_\_\_\_\_  
EMAIL sales@detroitsalt.com WEBSITE www.detroitsalt.com  
FEIN: 38-3341484 DATE: 3/24/22





### Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03

Issue date 05/05/2020

Reviewed on 05/05/2020

• **Product Identifier**

- **Trade Name:** Rock Salt for De-icing with YPS and color
- **Relevant identified uses of the substance or mixture and uses advised against:**
- **Product Description:** Sodium Chloride with YPS and color

• **Details of the Supplier of the Safety Data Sheet:**

• **Manufacturer/Supplier:**

Detroit Salt Company  
 12841 Sanders St.  
 Detroit, MI 48217  
 313-841-5144  
 www.detroitsalt.com  
 sales@detroitsalt.com

- **Emergency telephone number:** 313-841-5144

- **Classification of the substance or mixture:** Non-Regulated Material

• **Additional information:**

Sodium Chloride

Sodium ferrocyanide decahydrate, FD&C Blue No. 1 and Citric Acid: Concentration is minimal and determined to be insignificant. These minimal concentrations require no reporting.

• **Label elements:**

- **Hazard pictograms:** Non-Regulated Material

- **Signal word:** Non-Regulated Material

- **Hazard statements:** Non-Regulated Material

• **Unknown acute toxicity:**

This value refers to knowledge of known, established toxicological or ecotoxicological values.

0 % of the mixture consists of component(s) of unknown toxicity.

- **Classification system:** NFPA/HMIS Definitions: 0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme

• **NFPA ratings (scale 0 - 4)**



Health = 0  
 Fire = 0  
 Reactivity = 0

• **HMIS-ratings (scale 0 - 4)**



Health = 1  
 Fire = 0  
 Physical Hazard = 0

- **Hazard(s) not otherwise classified (HNOC):** None known

• **Non-hazardous components:**

CAS: 7647-14-5	Sodium Chloride	95.5-99.7%
RTECS: VZ4725000		
CAS: 14434-22-1	Sodium ferrocyanide decahydrate	≈±0.002-0.0084%
CAS: 3844-45-9	Blue Coloring	≈±0.00004%

• **Chemical characterization: Mixtures**

- **Description:** Mixture with non-hazardous additions.

(Contd. on page 2)



## Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

**Trade Name: Rock Salt for De-icing with YPS and color**

• **Dangerous Components:**

CAS: 77-92-9

Citric Acid

◇ Eye Irrit. 2A, H319    ≈±0.00004%

RTECS: GE 7350000

• **Additional information:**

The exact percentages of the ingredients of this mixture are considered to be proprietary and are withheld in accordance with the provisions of paragraph (i) of §1910.1200 of 29 CFR 1910.1200 Trade Secrets.

• **Description of first aid measures**

• **General information:**

Symptoms of poisoning may occur after exposure to dust, fumes or particulates; seek medical attention if feeling unwell.

• **After inhalation:** Supply fresh air; consult doctor in case of complaints.

• **After skin contact:** If skin irritation occurs, consult a doctor.

• **After eye contact:**

If eye irritation occurs, consult a doctor.

Rinse opened eye for several minutes under running water.

• **After swallowing:**

If swallowed and symptoms occur, consult a doctor.

Rinse out mouth and then drink plenty of water.

• **Information for doctor**

• **Most important symptoms and effects, both acute and delayed:** No further relevant information available.

• **Indication of any immediate medical attention and special treatment needed:**

No further relevant information available.

• **Extinguishing media**

• **Suitable extinguishing agents:** Use fire fighting measures that suit the environment.

• **For safety reasons unsuitable extinguishing agents:** No further relevant information.

• **Special hazards arising from the substance or mixture:** No further relevant information available.

• **Advice for firefighters**

• **Special protective equipment for firefighters:**

As in any fire, wear self-contained breathing apparatus pressure-demand (NIOSH approved or equivalent) and full protective gear to prevent contact with skin and eyes.

• **Personal precautions, protective equipment and emergency procedures:** Not required.

• **Environmental precautions:** No special measures required.

• **Methods and material for containment and cleaning up:**

Dispose of contaminated material as waste according to section 13.

Dispose of the collected material according to regulations.

• **Reference to other sections:**

See Section 7 for information on safe handling.

See Section 8 for information on personal protection equipment.

See Section 13 for disposal information.

• **Protective Action Criteria for Chemicals**

• **PAC-1:**

None of the ingredients are listed.

(Contd. on page 3)



### Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

**Trade Name: Rock Salt for De-icing with YPS and color**

**· PAC-2:**

None of the ingredients are listed.

**· PAC-3:**

None of the ingredients are listed.

**· Handling**

**· Precautions for safe handling:** No special precautions are necessary if used correctly.

**· Information about protection against explosions and fires:** No special measures required.

**· Conditions for safe storage, including any incompatibilities**

**· Storage**

**· Requirements to be met by storerooms and receptacles:** No special requirements.

**· Information about storage in one common storage facility:** Not required.

**· Further information about storage conditions:** None.

**· Specific end use(s):** No further relevant information available.

**· Additional information about design of technical systems:** No further data; see section 7.

**· Control parameters:**

**· Components with occupational exposure limits:**

The product does not contain any relevant quantities of materials with critical values that have to be monitored at the workplace.

**· Additional information:** The lists that were valid during the creation of this SDS were used as basis.

**· Exposure controls:**

**· Personal protective equipment**

**· General protective and hygienic measures:**

Keep away from foodstuffs, beverages and feed.  
Wash hands before breaks and at the end of work.

**· Breathing equipment:** Not required.

**· Protection of hands:** Not required.

**· Material of gloves:** Not applicable.

**· Penetration time of glove material:** Not applicable.

**· Eye protection:** Not required.

**· Limitation and supervision of exposure into the environment:** None

**· Information on basic physical and chemical properties**

**· General Information**

**· Appearance:**

**Form:** Crystalline

**Color:** Translucent, grey or milky white, light blue/green

**· Odor:** Slight

**· Odor threshold:** Not determined.

**· pH-value:** Not determined.

**· Change in condition**

**Melting point/Melting range:** Not determined.

**Boiling point/Boiling range:** ≥1,461 °C (≥34.661 °F)

(Contd. on page 4)



### Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

**Trade Name:** Rock Salt for De-icing with YPS and color

- **Flash point:** None
- **Flammability (solid, gaseous):** Not determined.
- **Ignition temperature:** Not applicable
- **Decomposition temperature:** Not determined.
- **Auto igniting:** Product is not self-igniting.
- **Danger of explosion:** Product does not present an explosion hazard.
- **Explosion limits:**
  - Lower:** Not determined.
  - Upper:** Not determined.
- **Vapor pressure:** Not applicable.
- **Density @ 20 °C (68 °F):** 2.165 g/cm<sup>3</sup> (18.0669 lbs/gal)
- **Bulk density:** ≥766.3-≤1,670.4 kg/m<sup>3</sup>
- **Relative density:** Not determined.
- **Vapor density:** Not applicable.
- **Evaporation rate:** Not applicable.
- **Solubility in / Miscibility with:**
  - Water:** Soluble.
- **Partition coefficient (n-octanol/water):** Not determined.
- **Viscosity:**
  - Dynamic:** Not applicable
  - Kinematic:** Not applicable
- **Solvent content:**
  - VOC content:** 0.00 %
  - Solids content:** 100.0 %
- **Other information:** No further relevant information available.

- **Reactivity:** No further relevant information available.
- **Chemical stability:** Product is stable under normal conditions.
- **Thermal decomposition / conditions to be avoided:** No decomposition if used according to specifications.
- **Possibility of hazardous reactions:** No dangerous reactions known.
- **Conditions to avoid:**
  - Contact with acids.
  - Moisture
  - Water
- **Incompatible materials:** Strong acids
- **Hazardous decomposition products:** No dangerous decomposition products known.

(Contd. on page 5)



## Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03

Issue date 05/05/2020

Reviewed on 05/05/2020

**Trade Name: Rock Salt for De-icing with YPS and color**

· **Information on toxicological effects:**

· **Acute toxicity:**

· **LD/LC50 values that are relevant for classification:**

**7647-14-5 Sodium Chloride**

Oral LD50 4,000 mg/kg (Mouse)

3,000 mg/kg (Rat)

Dermal LD50 >10,000 mg/kg (Rabbit)

· **Primary irritant effect:**

· **On the skin:** Not listed as irritant

· **On the eye:** Not listed as irritant

· **Additional toxicological information:**

The product shows the following dangers according to internally approved calculation methods for preparations:

· **Carcinogenic categories:**

· **IARC (International Agency for Research on Cancer):**

None of the ingredients are listed.

· **NTP (National Toxicology Program):**

None of the ingredients are listed.

· **OSHA-Ca (Occupational Safety & Health Administration):**

None of the ingredients are listed.

· **Toxicity:**

· **Aquatic toxicity:**

**7647-14-5 Sodium Chloride**

EC50 340.7-469.2 mg/l (Water flea)

· **Persistence and degradability:** No further relevant information available.

· **Behavior in environmental systems:**

· **Bioaccumulative potential:** No further relevant information available.

· **Mobility in soil:** No further relevant information available.

· **Additional ecological information:**

· **General notes:**

Do not allow undiluted product or product that has not been neutralized to reach ground water, water course or sewage system.

· **Results of PBT and vPvB assessment:**

· **PBT:** Not applicable.

· **vPvB:** Not applicable.

· **Other adverse effects:** No further relevant information available.

· **Waste treatment methods**

· **Recommendation:**

Observe all federal, state and local environmental regulations when disposing of this material.

(Contd. on page 6)



## Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

**Trade Name:** Rock Salt for De-icing with YPS and color

- **Uncleaned packaging**
- **Recommendation:** Disposal must be made according to official regulations.
- **Recommended cleansing agent:** Water, if necessary with cleansing agents.

- **UN-Number:**
- **DOT, ADR/ADN, IMDG, IATA** Non-Regulated Material
- **UN proper shipping name:**
- **DOT, ADR/ADN, IMDG, IATA** Non-Regulated Material
- **Transport hazard class(es):**
- **DOT, ADR/ADN, ADN, IMDG, IATA**
- **Class:** Non-Regulated Material
- **Packing group:**
- **DOT, ADR/ADN, IMDG, IATA** Non-Regulated Material
- **Environmental hazards:** Not applicable.
- **Special precautions for user:** Not applicable.
- **Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code:** Not applicable.
- **UN "Model Regulation":** Non-Regulated Material

- **Safety, health and environmental regulations/legislation specific for the substance or mixture:**
- **SARA (Superfund Amendments and Reauthorization):**
- **Section 355 (extremely hazardous substances):**  
None of the ingredients are listed.
- **Section 313 (Specific toxic chemical listings):**  
None of the ingredients are listed.
- **TSCA (Toxic Substances Control Act):**  
All components have the value ACTIVE.
- **Hazardous Air Pollutants**  
None of the ingredients are listed.
- **California Proposition 65:**
- **Chemicals known to cause cancer:**  
None of the ingredients are listed.
- **Chemicals known to cause reproductive toxicity for females:**  
None of the ingredients are listed.
- **Chemicals known to cause reproductive toxicity for males:**  
None of the ingredients are listed.
- **Chemicals known to cause developmental toxicity:**  
None of the ingredients are listed.
- **New Jersey Right-to-Know List:**  
None of the ingredients are listed.
- **New Jersey Special Hazardous Substance List:**  
None of the ingredients are listed.

(Contd. on page 7)





### Safety Data Sheet (SDS)

OSHA HazCom Standard 29 CFR 1910.1200(g) revised in 2012 and GHS Rev 03.

Issue date 05/05/2020

Reviewed on 05/05/2020

**Trade Name: Rock Salt for De-icing with YPS and color**

- **Pennsylvania Right-to-Know List:**  
None of the ingredients are listed.
- **Pennsylvania Special Hazardous Substance List:**  
None of the ingredients are listed.
- **Carcinogenic categories:**
- **EPA (Environmental Protection Agency):**  
None of the ingredients are listed.
- **TLV (Threshold Limit Value established by ACGIH):**  
None of the ingredients are listed.
- **NIOSH-Ca (National Institute for Occupational Safety and Health):**  
None of the ingredients are listed.
- **GHS label elements** Non-Regulated Material
- **Hazard pictograms:** Non-Regulated Material
- **Signal word:** Non-Regulated Material
- **Hazard statements:** Non-Regulated Material
- **National regulations:**  
None of the ingredients are listed.
- **Chemical safety assessment:** A Chemical Safety Assessment has not been carried out.

The information and recommendations in this safety data sheet are, to the best of our knowledge, accurate as of the date of issue. Nothing herein shall be deemed to create warranty, expressed or implied, and shall not establish a legally valid contractual relationship. It is the responsibility of the user to determine applicability of this information and the suitability of the material or product for any particular purpose.

- **Date of last revision/ revision number:** 05/05/2020 / 2
  - **Abbreviations and acronyms:**  
 ADR: The European Agreement concerning the International Carriage of Dangerous Goods by Road  
 ADN: The European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways  
 IMDG: International Maritime Code for Dangerous Goods  
 DOT: US Department of Transportation  
 IATA: International Air Transport Association  
 ACGIH: American Conference of Governmental Industrial Hygienists  
 EINECS: European Inventory of Existing Commercial Chemical Substances  
 ELINCS: European List of Notified Chemical Substances  
 CAS: Chemical Abstracts Service (division of the American Chemical Society)  
 NFPA: National Fire Protection Association (USA)  
 HMIS: Hazardous Materials Identification System (USA)  
 VOC: Volatile Organic Compounds (USA, EU)  
 LC50: Lethal concentration, 50 percent  
 LD50: Lethal dose, 50 percent  
 PBT: Persistent, Bioaccumulative and Toxic  
 vPvB: very Persistent and very Bioaccumulative  
 NIOSH: National Institute for Occupational Safety and Health  
 OSHA: Occupational Safety & Health Administration  
 TLV: Threshold Limit Value  
 PEL: Permissible Exposure Limit  
 REL: Recommended Exposure Limit  
 Eye Irrit. 2A: Serious eye damage/eye irritation – Category 2A
  - **\* Data compared to the previous version altered.**
- SDS created by MSDS Authoring Services    www.msdsauthoring.com    +1-877-204-9106

**REPORT FROM THE CITY MANAGER TO CITY COUNCIL**  
**April 10, 2023**

**SUBJECT:    AWARD OF COOPERATIVE BID FOR ROCK SALT**

**ADMINISTRATIVE SUMMARY**

- Sealed bids were advertised, available on the MITN e-procurement system website, publicly opened and read aloud on Tuesday, March 28, 2023 for sodium chloride (rock salt) used for ice/snow control during winter weather. Notification was sent to over one hundred (100+) vendors, including thirty-one (31) vendors that hold the classification of minority owned, woman owned, veteran owned, disabled, disadvantaged or service disabled, with three (3) responding.
- This bid is a cooperative contract administered by the City of Farmington Hills that includes Berkley, Bloomfield Township, Clawson, Farmington Hills, Lathrup Village, Huron Clinton Metro Parks, Orchard Lake, Rochester, Rochester Hills, Royal Oak., Southfield, Southfield Public Schools, South Lyon, Walled Lake, Wixom, Centerline, Roseville, St. Clair Shores, Sterling Heights, Warren, Grosse Pointe Woods, Livonia, Romulus, Grosse Pointe Shores and Westland. Cooperative bids have proven to be an effective way to reduce costs due to increased volume and consolidation of bid administration. The total quantity of rock salt bid for this solicitation is 60,150 tons per year. The City of Farmington Hills quantity is 4,500 tons.
- Rock Salt continues to be a challenging commodity to procure. Pricing is dictated by fuel prices, weather conditions, weather predictions, supply and demand. The 2022/2023 winter season returned an on target usage due to some late season weather events. This is due to the DPW's continued use of best practices with regard to snow & ice control.
- Specifications for this bid allow the agencies taking part some flexibility in usage. Unlike other Cooperative efforts, agencies can increase or decrease their quantity commitment by 30% during the season and still maintain the contracted price per ton. This successful model helps agencies deal with the fluctuating demand.
- The recommended award to Detroit Salt Company represents a \$1.69 savings per ton-early fill over last year's pricing. Due to the fluctuating demand due to weather the award recommendation includes the quantity contingency of 130% of the estimated 4,500 ton usage, for a Not-to-Exceed budget amount of 5,850 tons or \$348,777. The City has worked with Detroit Salt Company in the past and they provided excellent service.
- Funding for rock salt is budgeted in the Department of Public Services/DPW Major Road maintenance accounts.

**BID TABULATION**-See attached.

**RECOMMENDATION**

In view of the above, it is recommended that City Council authorize the City Manager to issue a purchase order to Detroit Salt Company for a not to exceed total of amount of 5,850 tons or \$348,777 for fiscal year 2023/2024 and for an estimated amount of 5,850 tons or \$359,249 for fiscal year 2024/2025. In addition, it is recommended that the City Council authorize the City Manager to issue purchase orders for rock salt to Detroit Salt Company for four (4) additional one year extensions at the approved 3% per year increase upon mutual consent between the City and Detroit Salt Company.

Prepared by: Kelly Monico, Director of Central Services  
Reviewed by: Derrick Schueller, DPW Superintendent  
Reviewed by: Karen Mondora, Director of Public Services  
Approved by: Gary Mekjian, City Manager

City of Farmington Hills, MI  
 Bid Tabulation  
 Rock Salt  
 ITB-FH-22-23-2388

recommended for award

Year 1-2023-24		Oakland Cty			Macomb Cty			Wayne Cty			Grand Total -All Counties
		31,500			16,750			11,900			
		Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	
Vendor	City/State	\$/Ton	\$/Ton	Total(late fill)	\$/Ton	\$/Ton	Total(late fill)	\$/Ton	\$/Ton	Total(late fill)	
Cargill Inc.	North Olmsted, OH	\$70.79	\$70.79	\$2,229,885.00	\$70.79	\$70.79	\$1,185,732.50	\$70.79	\$70.79	\$842,401.00	\$4,258,018.50
Compass Minerals America	Overland Park, KS	\$70.58	\$70.58	\$2,223,270.00	\$70.88	\$70.88	\$1,187,240.00	\$71.05	\$71.05	\$845,495.00	\$4,256,005.00
Detroit Salt	Detroit, MI	\$55.87	\$59.62	\$1,878,030.00	\$56.10	\$59.85	\$1,002,487.50	55.25	\$59.00	\$702,100.00	\$3,582,617.50

Year 2-2024-25 Season		Oakland Cty			Macomb Cty			Wayne Cty			Grand Total -All Counties
		31,500			16,750			11,900			
		Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	Early fill	Late fill	Total(late fill)	
Vendor	City/State	\$/Ton	\$/Ton	Total(late fill)	\$/Ton	\$/Ton	Total(late fill)	\$/Ton	\$/Ton	Total(late fill)	
Cargill Inc.	North Olmsted, OH	\$73.62	\$73.62	\$2,319,030.00	\$73.62	\$73.62	\$1,233,135.00	\$73.62	\$73.62	\$876,078.00	\$4,428,243.00
Compass Minerals America	Overland Park, KS	\$70.58	\$70.58	\$2,223,270.00	\$70.88	\$70.88	\$1,187,240.00	\$71.05	\$71.05	\$845,495.00	\$4,256,005.00
Detroit Salt	Detroit, MI	\$57.55	\$61.41	\$1,934,415.00	\$57.78	\$61.65	\$1,032,637.50	\$56.91	\$60.77	\$723,163.00	\$3,690,215.50

GRAND TOTAL BID		GRAND TOTAL YEAR'S 1 & 2	Discount if increase 80% guarantee	Discount if decrease 120% guarantee	Blue Dye per ton	Optional Extension Beyond Year 2	Accept P-card	Production Origin & Delivery	Extendable to other MITN agencies	Exceptions
Vendor	City/State									
Cargill Inc.	North Olmsted, OH	\$8,686,261.50	N/A	N/A	N/A	4%	Yes	Cleveland OH/Toledo OH	Yes	None
Compass Minerals America	Overland Park, KS	\$8,512,010.00	-\$1.00	0	0	5%	Yes	Goderich ON CA/Detroit Motor City Trucking	Yes	None
Detroit Salt	Detroit, MI	\$8,010,860.50	\$0.00	\$0.00	\$0.00	3%	No	Detroit/MI	Yes	N/A

Notification was sent to over 100 vendors. Zero (0) "No-Bids were received