

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF CONTRACT AWARD

EASTERN SALT CO, INC.	DATE ISSUED:	<u>12/20/2019</u>
134 MIDDLE STREET, SUITE 201	CURRENT REFERENCE NO:	<u>20-138-R</u>
LOWELL, MASSACHUSETTS 01852	CONTRACT TITLE:	<u>ROAD DEICING SALT</u>

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 20-138-R including any attachments or amendments thereto.

EFFECTIVE DATE: IMMEDIATELY

EXPIRES: 8/31/2020

RENEWALS: ONE (1) ONE (1) YEAR RENEWAL OPTIONS FROM 9/1/2020 TO 8/31/2021

COMMODITY CODE(S): RIDER CONTRACT

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 20-138-R

ATTACHMENT A – IFB #1088536

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: DONNA CAPILLO

VENDOR TEL. NO.: (978) 453-4911

EMAIL ADDRESS: DCAPILLO@EASTERNMINERALS.COM

COUNTY CONTACT: JEREMY HASSAN (DES-WSS)

COUNTY TEL. NO.: (703) 228-3647

COUNTY CONTACT EMAIL: JHASSAN@ARLINGTONVA.US

**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 20-138-R

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Eastern Salt Company, Inc. ("Contractor"), a Massachusetts foreign corporation with a place of business at 134 Middle Street, Suite 210, Lowell, Massachusetts 01852, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Attachment A - Montgomery County, Maryland IFB#1088536, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Montgomery County, Maryland and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Montgomery County, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase "Montgomery County" wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than October 1, 2020 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

3. CONTRACT PRICING

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

4. PAYMENT

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

5. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide road deicing salt.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

6. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

7. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

8. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the

Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. INDEMNIFICATION

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

14. RELATION TO COUNTY

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

15. DISPUTE RESOLUTION

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office

of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

17. FORCE MAJEURE

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

18. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

Contact Information for the Contractor:

Shelagh Mahoney
Eastern Salt Company, Inc.
134 Middle St, Ste 210
Lowell, MA 01852

Contact Information for the Department of Environmental Services:

Jeremy Hassan, Project Officer
Water, Sewer, Streets Bureau
4200 28th Street S
Arlington, VA 22206

AND

Contact Information for Arlington County (Legal Authorization):

Office of the Purchasing Agent
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

19. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

20. INSURANCE REQUIREMENTS

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

21. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

EASTERN SALT COMPANY, INC.

AUTHORIZED
SIGNATURE: Lucas Alexander

AUTHORIZED
SIGNATURE: Shelagh E. Mahoney

NAME: LUCAS ALEXANDER
TITLE: PROCUREMENT OFFICER

NAME AND
TITLE: Shelagh E. Mahoney, President

DATE: 12/20/2019

DATE: December 11, 2019

EXHIBIT A

THE OFFICE OF THE COUNTY ATTORNEY HAS APPROVED THIS FORM AS TO FORM AND LEGALITY. THIS FORM MAY NOT BE MODIFIED WITHOUT THE APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

Eastern Salt Company, Inc.
134 Middle Street
Lowell, MA 01852

Contract No. 1088536
Amendment No. 1

This amendment is between Montgomery, County, Maryland (County) and Eastern Salt Company Inc.

Background

1. The parties entered into Contract No. 1088536 on October 2, 2018.
2. The term of the present contract ends on October 1, 2019.
3. The purpose of the contract is to purchase deicing road salt.
4. The contract authorizes an extension of the contract term, at the option of the County, and a price adjustment.
5. The purpose of this amendment is to extend the contract term and adjust prices as provided for under the contract.

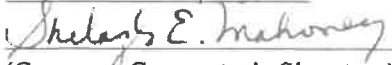
CHANGES

1. The contract term is extended through October 1, 2020 as permitted by the contract.
2. A price adjustment, as expressly permitted under the terms of the contract, is allowed as follows: Effective October 2, 2019, all contract prices are increased by 1.6% in accordance with Section C-Special Terms and Conditions, provision #2 of this contract and the Consumer Price Index for the Washington, D.C. Metropolitan Area for the previous 12-month period. New Prices reflecting this adjustment are attached to this amendment as ATTACHMENT A.

EFFECT

1. Existing contract provisions remain in effect unless specifically changed by this amendment.
2. This amendment is entered into prior to the expiration of the contract term.
3. This amendment is entered into on the date of signature by the Director, Office of Procurement.
4. No goods or services are to be provided pursuant to this amendment until the Director, Office of Procurement signs it.

SIGNATURES


Eastern Salt Company, Inc.

(Corporate Contractor's Signature)
Shelagh E. Mahoney, President
Title
September 16, 2019
Date

MONTGOMERY COUNTY, MARYLAND

By: 
Avinash G. Shetty, Director Office of Procurement

Date: 9/23/19

RECOMMENDED:

By: 
Richard C. Dorsey Jr., Chief
Division of Highway Services
Department of Transportation

Date: 9/19/19

THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

ATTACHMENT A

Zone:	Item #:	Item Description:	Current Price:	1.6% increase:	New Price:
001	A	Rock Salt - 10 Ton Min. Pick Up by Order Department or Agency. Pickup location: Ruckert Terminals 2021 S Clinton St, Baltimore, MD	\$ 57.90	\$ 0.93	\$ 58.83
001	B	Rock Salt - (FOB) Delivered to Locations as Specified on Page(s) 14-16	\$ 57.90	\$ 0.93	\$ 58.83
002	A	Rock Salt - 10 Ton Min. Pick Up by Order Department or Agency. Pickup location: Ruckert Terminals 2021 S Clinton St, Baltimore, MD	\$ 73.00	\$ 1.17	\$ 74.17
002	B	Rock Salt - (FOB) Delivered to Locations as Specified on Page(s) 17-19	\$ 73.00	\$ 1.17	\$ 74.17
003	A	Rock Salt - 10 Ton Min. Pick Up by Order Department or Agency. Pickup location:	No Bid	N/A	N/A
003	B	Rock Salt - (FOB) Delivered to Locations as Specified on Page(s) 20	No Bid	N/A	N/A
004	A	Rock Salt - 10 Ton Min. Pick Up by Order Department or Agency. Pickup location: Ruckert Terminals 2021 S Clinton St, Baltimore, MD	\$ 63.50	\$ 1.02	\$ 64.52
004	B	Rock Salt - (FOB) Delivered to Locations as Specified on Page(s) 21	\$ 63.50	\$ 1.02	\$ 64.52

IFB # 1088536	MONTGOMERY COUNTY, MARYLAND Cooperative Purchase of Road Deicing Salt SOLICITATION, BID AND AWARD SHEET	RETURN BID TO: OFFICE OF PROCUREMENT 255 ROCKVILLE PIKE, STE. 180 ROCKVILLE, MD 20850-4166
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PART I: SOLICITATION (Invitation for Bids ("IFB"))

SEALED BIDS IN ORIGINAL AND ONE (1) COPIES TO FURNISH THE SUPPLIES AND/OR SERVICES DESCRIBED ON THE ATTACHED QUOTATION SHEET(S) WILL BE RECEIVED UP TO **11:00 A.M.** LOCAL TIME ON **8/7/2018**. BIDS WILL BE PUBLICLY OPENED AT THE DATE AND TIME STATED. **BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED TO THE BIDDER.** THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED. In the event of any conflict among the provisions of the bid documents, or those documents comprising the resultant Contract, the conflict must be resolved by giving precedence to the below documents in the following order:

1. The "General Conditions of Contract between County and Contractor", and the "Special Terms and Conditions" shown in Sections B and C of this document.
2. The "Instructions, Conditions and Notices" shown in Section A of this IFB.
3. The specifications/scope of work shown in Section D of this document.
4. All solicitation amendments that change Section D will supersede in the event of a conflict.
5. All representations and certifications listed in this document.
6. This "Solicitation, Bid and Award Sheet" and the attached solicitation Quotation Sheet(s).

PART II-BID

The Bidder, by signing this solicitation, agrees that the County has 120 calendar days from the bid opening date in which to make an award of this solicitation. The Bidder agrees that its prices and/or discounts for all desired goods and/or services shall remain firm for the above time period prior to contract award. Also, the Bidder agrees that all instructions, terms, conditions, specifications, and amendments of this solicitation shall remain firm for the above time period prior to contract award. The County's Standard Payment Terms are Net Thirty (30) Days. This does not preclude an offeror from offering a prompt payment discount for payment of proper invoices in less than (30) days. An optional prompt payment term is not required, but may be offered conditioned on the following basis: Only a prompt payment discount, conditioned on a thirty-day or greater payment basis, will be utilized to recalculate prices for purposes of the Method of Award process for price/cost only. Prompt payment discounts may be offered on a shorter payment basis and adopted by the County at time of award, but will not be considered during the Method of Award process.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS: The correct and full legal business name of the bidder must be used in bids received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the full legal name is different. Corporations must have names that comply with State Law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as) respectively. The offeror's signature on the proposal, contract, amendment(s), or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

BIDDER'S CORRECT AND FULL LEGAL BUSINESS NAME: Eastern Salt Company, Inc.	TELEPHONE NO.: 978-251-8553
ADDRESS: 134 Middle St, Ste 210, Lowell, MA 01852	TOLL FREE NO.: 888-846-9177
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.: 978-251-8244
BIDDER'S E-MAIL ADDRESS: jarchambault@easternsalt.com	

ACKNOWLEDGEMENT OF AMENDMENTS
 The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:

Amendment No./Date	Amendment No./Date
#1 8/1/18	#2 8/2/18

Shelagh E. Mahoney, President	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):	
<i>Shelagh E. Mahoney</i>	August 3, 2018
SIGNATURE OF ABOVE PERSON:	DATE:

PART III: AWARD (TO BE MADE BY THE COUNTY'S CONTRACTING OFFICER (OFFICE USE ONLY))

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT:	YOUR CONTRACT NUMBER IS:

MONTGOMERY COUNTY, MARYLAND

BY _____ PRINTED NAME OF CONTRACTING OFFICER	_____ SIGNATURE OF CONTRACTING OFFICER	_____ AWARD DATE
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THIS FORM HAS BEEN APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

IFB #1088536

QUOTATION SHEET

Cooperative Purchase of Road Deicing Salt

Contract(s) will be awarded by zone. All items in any particular zone must be bid upon, or the bid for that zone, will be declared non-responsive. See page A, SECTION A, Provision 3 (E), Method of Award.

ZONE is defined as the following:

Zone 001 – Suburban Maryland, including the following jurisdictions:

*Montgomery County, MD
Montgomery County Public Schools, MD
Prince George's County, MD
Prince George's County Public Schools, MD
City of Bowie, MD
City of College Park, MD
City of Frederick, MD
City of Gaithersburg, MD
City of Greenbelt
City of Rockville, MD
Anne Arundel County Public Schools, MD

Zone 002 – Suburban Virginia, including the following jurisdictions:

Arlington County, VA
Loudon County Government, VA
Prince William County Public Schools, VA
Prince William County Service Authority
City of Alexandria, VA
City of Fairfax, VA
City of Falls Church, VA
Town of Herndon, VA
Town of Leesburg, VA
Town of Vienna, VA

Zone 003 – Washington DC, including the following jurisdictions:

(DC DPW) District Department of Public Works
Washington Metropolitan Area Transit Authority

Zone 004 – Southern Maryland, including the following jurisdictions:

Charles County, MD

* The estimated road deicing salt annual quantities for Montgomery County, MD are inclusive of both Montgomery County, MD and Montgomery College in Montgomery County, MD.

IFB # 1088536
QUOTATION SHEET(Continued)

Contract(s) will be awarded **by ZONE** to the lowest and second lowest responsive bid(s) submitted by a responsible bidder(s) as determined by the Director, Office of Procurement. If there are any discrepancies in the arithmetic calculations, the unit price will prevail and the County reserves the right to recalculate the extended price and the total aggregate price.

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
001	A	Rock Salt – 10 Ton Min. Pick Up by Ordering Department or Agency Pick Up Location: Rukert Terminals 2021 S Clinton St, Baltimore, MD	1,000	X	\$ 57.90 /ton	=	\$ 57,900.00
001	B	Rock Salt – (FOB) Delivered to Locations as Specified on Page(s) 14-16	117,440	X	\$ 57.90 /ton	=	\$ 6,799,776.00
Total Aggregate Price (Extended Price A+B) For Zone 001							\$ 6,857,676.00

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
002	A	Rock Salt – 10 Ton Min. Pick Up by Ordering Department or Agency Pick Up Location: Rukert Terminals 2021 S Clinton St, Baltimore, MD	1,000	X	\$ 73.00 /ton	=	\$ 73,000.00
002	B	Rock Salt – (FOB) Delivered to Locations as Specified on Page(s) 17-19	28,550	X	\$ 73.00 /ton	=	\$ 2,084,150.00
Total Aggregate Price (Extended Price A+B) For Zone 002							\$ 2,157,150.00

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
003	A	Rock Salt – 10 Ton Min. Pick Up by Ordering Department or Agency Pick Up Location:	1,000	X	\$ No Bid /ton	=	\$ No Bid
003	B	Rock Salt – (FOB) Delivered to Locations as Specified on Page(s) 20	49,900	X	\$ No Bid /ton	=	\$ No Bid
Total Aggregate Price (Extended Price A+B) For Zone 003							\$ No Bid

Zone	Item	Description	Tons	X	Unit Price	=	Extended Price
004	A	Rock Salt – 10 Ton Min. Pick Up by Ordering Department or Agency Pick Up Location: Rukert Terminals 2010 S Clinton St, Baltimore, MD	1,000	X	\$ 63.50 /ton	=	\$ 63,500.00
004	B	Rock Salt – (FOB) Delivered to Locations as Specified on Page(s) 21	11,000	X	\$ 63.50 /ton	=	\$ 698,500.00
Total Aggregate Price (Extended Price A+B) For Zone 004							\$ 762,000.00

IFB #1088536
QUOTATION SHEET(Continued)

NOTICE TO BIDDERS

All items and quantities in this Solicitation and specified by these Special Provisions are provided for use when and as directed by the Contract Administrator or Designee. The estimated quantities for these items are established for the sole purpose of obtaining a bid price. The "Quotation Sheet" quantities are estimated quantities for an average winter. The quantities for the items may be increased or decreased without any adjustments to the Contract Unit Price or the item(s) may be deleted entirely from the Contract by the Contract Administrator or Designee without negotiation. The Contractor will not be allowed to submit a claim against the County or any jurisdiction listed in this solicitation for any adjustment to the Contract Unit Price should the quantity for the item(s) be increased, decreased or the item(s) be eliminated in its/their entirety. As stated, this is a "Requirements" type Contract and the issuance of orders (the use of any amount of quantities) is contingent upon the annual approval of funding.

Contact person for questions concerning your Bid:

NAME: Jason Archambault PHONE #: 978-251-8553

EMAIL: jarchambault@easternsalt.com FAX # 978-251-8244

Contact person to handle any problems with delivery, etc.:

NAME: Karen Chase PHONE #: 855-676-9388

Email ADDRESS: kchase@easternsalt.com FAX#: 617-466-2956

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor:

PORTION OF WORK: Hauling Services

NAME: Various trucking companies

ADDRESS: _____

IFB #1088536
QUOTATION SHEET(Continued)

DESIRED AND REQUIRED DELIVERY SCHEDULE

The County requires delivery of the goods or services to be made according to the schedule below. A Bidder may offer a delivery schedule that falls between the "Desired" delivery schedule and the "Required" delivery schedule without prejudicing evaluation of the bid. However, bids that indicate a delivery schedule exceeding the "Required" delivery time period specified will be declared nonresponsive and rejected. The County may elect to award under the Bidder's proposed delivery schedule if it offers delivery in less time than the desired or required delivery schedule. If the Bidder does not indicate its own delivery schedule, then the Bidder shall accept the desired delivery schedule and it will apply to the award.

DELIVERY SCHEDULE

Number of calendar days after County's signature date of a "Notice to Proceed" or a purchase order.

ITEM NO.	QTY	DEL. DESIRED BY COUNTY	DEL. REQUIRED BY COUNTY	BIDDER'S PROPOSED DEL.
Furnish & Load (Pick up by County) Item Numbers 001A, 002A, 003A, 004A	AS REQUESTED BY COUNTY	1 (one) Calendar Day	1 (one) Calendar Day	<u>1</u> Calendar Days

ITEM NO.	QTY	DEL. DESIRED BY COUNTY	DEL. REQUIRED BY COUNTY	BIDDER'S PROPOSED DEL.
Delivery Item Numbers 001B, 002B, 003B, 004B	AS REQUESTED BY COUNTY	3 (three) Calendar Days	5 (five) Calendar Days	<u>3-5</u> Calendar Days

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