

**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>12/4/2020</u>
134 MIDDLE STREET, SUITE 201	CURRENT REFERENCE NO:	<u>21-DES-R-480</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. 21-DES-R-480 including any attachments or amendments thereto.

EFFECTIVE DATE: 12/4/2020
EXPIRES: OCTOBER 1, 2021
RENEWALS: ZERO RENEWAL OPTIONS REMAIN
COMMODITY CODE(S): RIDER CONTRACT
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 21-DES-R-480

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

<u>VENDOR CONTACT:</u> DONNA CAPILLO	<u>VENDOR TEL. NO.:</u>	<u>(978) 453-4911</u>
<u>EMAIL ADDRESS:</u> DCAPILLO@EASTERNMINERALS.COM		
<u>COUNTY CONTACT:</u> JEREMY HASSAN (DES-WSS)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-3647</u>
<u>COUNTY CONTACT EMAIL:</u> JHASSAN@ARLINGTONVA.US		

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

RIDER AGREEMENT NO. 21-DES-R-480

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 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, Exhibit A Montgomery County, Maryland IFB#1088536, Exhibit B Contract #1088536 – Amendment No.2, 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, Maryland. 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 and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than **October 1, 2021** ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. 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.

4. 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 furnish 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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:

TO THE CONTRACTOR:

Donna Capillo
134 Middle Street, Suite 201
Lowell, Massachusetts 01852
Email: dcapillo@easternminerals.com
Tele No.: (978) 453-4911

TO THE COUNTY:

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

AND

Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. 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.

11. 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

EASTERN SALT COMPANY, INC.

COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: DocuSigned by:
Vanessa Moorehead
392AD72EA7BC414...

NAME: VANESSA MOOREHEAD

TITLE: PROCUREMENT OFFICER

DATE: 12/4/2020

AUTHORIZED SIGNATURE: DocuSigned by:
Donna Capillo
C644F1CC2AC54CF...

NAME: DONNA G. CAPILLO

TITLE: ASSISTANT SECRETARY

DATE: 12/4/2020

IFB #1088536

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: larchambault@easternsalt.com	

ACKNOWLEDGEMENT OF AMENDMENTS The bidder acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows.		Shelagh E. Mahoney, President	
Amendment No./Date	Amendment No./Date	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):	
#1 8/1/18	#2 8/2/18	<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

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

Contract No. 1088536
Amendment No. 2

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

Background

1. The parties entered into Contract No. 1088536 on October 2, 2018.
2. The present contract expiration date October 1, 2020.
3. The purpose of the contract is to purchase road deicing salt.
4. The contract authorizes an extension of the contract term, at the option of the County.
5. The purpose of this amendment is to extend the contract term and amend the Mid-Atlantic Purchasing Team Rider Clause as provided for under the contract.

CHANGES

1. The contract term is extended through October 1, 2021 as permitted by the contract.
2. The Mid-Atlantic Purchasing Team Rider Clause is replaced with the attached revised Mid-Atlantic Purchasing Team Rider Clause to this Amendment, Attachment A to Amendment #2.

EFFECT

1. Existing contract provisions remain in effect unless specifically changed by this amendment.
2. This amendment is entered into prior to the expiration date.
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.

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

Amendment No. 2
Contract No. 1088536
Page 2

SIGNATURES

Eastern Salt Company Inc.	
<i>Shelagh E. Mahoney</i>	
(Corporate Vendor's Signature)	
Shelagh E. Mahoney	
Typed	1
President	
Title	
July 28, 2020	
Date	

MONTGOMERY COUNTY, MARYLAND

By: Andrew McDermott
Avinash G. Shetty, Director Office of
Procurement
Date: Aug 12, 2020

RECOMMENDED:

By: *[Signature]*
Richard C. Dorsey Jr., Chief
Division of Highway Services
Department of Transportation
Date: 7/28/202

Approved as to Form and ~~legality~~ by the
Office of the County Attorney

By: *Quetta R. Burdette*
Paralegal
Date: July 27, 2020