

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000011637
American Rock Salt Co
PO Box 8000 Dept 909
Buffalo NY 14267
USA

Contract ID 0000000000000000000011885	Page 2 of 3	
Contract Dates 07/25/2007 to 06/30/2010	Origin CP	
Description: CP-ROAD SALT DISTRICTS 3&4	Contract Maximum \$9,999,999.00	
Buyer Name Dona Bosley	Buyer Phone 828-2217	Contract Status Approved

Phone #: 716-243-9510

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END OF THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 ** REPORT DUE: APRIL 15
REPORTING PERIOD: APRIL 1 - JUNE 30 ** REPORT DUE: JULY 15
REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15
REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

DEFERRED PAYMENT FOR SPRING FILL-UP: THE STATE OF VERMONT RESERVES THE RIGHT TO MAKE PAYMENTS AFTER JULY 1, 2009 FOR DELIVERIES USED TO FILL STORAGE SHEDS IN THE SPRING MONTHS. DATE FOR DEFERRED PAYMENT WILL BE DETERMINED BY THE CONTRACTOR AND THE PURCHASING AGENT IN LATE WINTER.

AMENDMENT #1 MARCH 12, 2008 ADDING DISTRICT 3
PRICE PER MARK ASSINI AT AMERICAN ROCK SALT DATED JANUARY 15, 2008 IN AN EMAIL TO DEBORAH DAMORE. PRICE PER TON \$59.11. NO OTHER CHANGES. AT NO TIME DID AMERICAN ROCK SALT BECOME THE PRIMARY SUPPLIER FOR DISTRICT 3. DISTRICT 3 WAS INCORPORATED INTO THIS CONTRACT FOR EMERGENCY USE ONLY FOR THE 2007-2008 WINTER. DISTRICT 3 WILL NO LONGER BE INCORPORATED AS PART OF THIS CONTRACT EFFECTIVE JUNE 30, 2008.

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AMENDMENT #2: (JUNE 2008) CONTRACT EXTENDED FOR ONE YEAR TERM TO 06/30/2009 WITH A PRICE INCREASE OF 24.1% (\$11.99) PER TON. ALL OTHER TERMS AND CONDITIONS APPLY.

AMENDMENT #3 - MARCH 31, 2009 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO JUNE 30, 2010. THIS IS THE FINAL OPTION YEAR RENEWAL. THIS AMENDMENT ALLOWS FOR A 2% INCREASE FROM 61.76/TON (LINE 1) TO 63.00/TON (LINE 1) AND 59.11/TON (LINE 2) TO 60.29/TON (LINE 2).

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____