

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B4400180

**PRINT DATE:** 10/31/15

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> THOMPSON GAS 6708 OLD NATIONAL PIKE  BOONSBORO, MD 21713 (800 )768-6612	<b>REFER QUESTIONS TO:</b>  STACEY HILL (410 )767-4032 STACEY.HILL@MARYLAND.GOV	
<b>ITB:</b> 001IT819294	<b>EXPR DATE:</b> 10/01/16 <b>POST DATE:</b> 09/27/13	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

#### MODIFICATION # 1:

FORT MCHENRY TUNNEL HAS BEEN ADDED TO THE CONTRACT USING THE EXISTING TERMS AND CONDITIONS AS OF SEPTEMBER 5, 2014.

SIZE OF TANK: 12,000 GALLONS  
DELIVERY AND BILLING ADDRESS: 4000 LELAND AVENUE,  
BALTIMORE, MARYLAND 21224.  
CONTACT PERSON: JEFF ROBSON (410) 537-1269

=====  
PROPANE GAS TO BE DELIVERED TO  
THE WILLIAM PRESTON LANE BRIDGE (BAY BRIDGE)  
AND THE FORT MCHENRY TUNNEL FOR  
MARYLAND TRANSPORTATION AUTHORITY (MDTA) FACILITY  
=====

VENDOR CONTACT: DOUG MACMASTER 800-768-6612  
FORT MCHENRY TUNNEL CONTACT: JEFF ROBSON 410-537-1269  
WILLIAM PRESTON LANE BRIDGE CONTACT: MAURICE SAXON 410-295-8157

CONTRACT TERM: OCT. 1, 2013 THROUGH SEPT. 30, 2016 (3 YEARS)

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT TWO (2) TIMES FOR AN ADDITIONAL ONE (1) YEAR PERIOD EACH AT THE SAME TERMS, CONDITIONS AND PRICES.

RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B4400180

**PRINT DATE:** 10/31/15

**PAGE:** 02

### TERMS (cont'd):

WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT. PRICES SUBMITTED AT THE TIME OF THE BID MUST REFLECT THE POTENTIAL INCREASES THROUGH THE TERM AND THE OUT YEARS OF THE CONTRACT.

SCOPE: TO FURNISH AND DELIVER PROPANE GAS TO THE MARYLAND TRANSPORTATION AUTHORITY FACILITY LOCATED AT THE WILLIAM PRESTON LANE BRIDGE (BAY BRIDGE) AS REQUIRED FOR THE CONTRACT PERIOD SPECIFIED ABOVE.

PAYMENT: PAYMENT TERMS TO BE NET, 30 DAYS. THE CONTRACTOR SHALL SUBMIT AN INVOICE TO MDTA NO LATER THAN 15 DAYS AFTER DATE OF DELIVERY.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

#### DELIVERY:

AUTOMATIC DELIVERY IS REQUIRED. THE AWARDED VENDOR SHALL SUBMIT A DELIVERY SCHEDULE FOR REVIEW AND APPROVAL BY THE MDTA AUTHORITY WITHIN ONE (1) WEEK OF NOTICE TO PROCEED. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO MONITOR USAGE TRENDS AND MAKE RECOMMENDATIONS OF DELIVERY SCHEDULE ADJUSTMENTS TO THE MDTA AUTHORITY TAKING INTO CONSIDERATION CHANGES IN USAGE AND SEASONAL PATTERNS. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING WEEKLY MONITORING AND RE-SUPPLY OF PROPANE TO ASSURE SUFFICIENT LEVELS.

DELIVERIES SHALL BE MADE MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:00 PM. EACH DELIVERY SHALL BE ACCOMPANIED WITH A RECEIPT THAT IDENTIFIES THE DATE OF DELIVERY, TOTAL UNITS DELIVERED, PER UNIT COST AND TOTAL DELIVERY COST. EACH RECEIPT MUST BE SIGNED BY AN AUTHORIZED MDTA REPRESENTATIVE TO VERIFY DELIVERY. THE CONTACT FOR THIS CONTRACT IS MAURICE SAXON, CHIEF FACILITY MAINTENANCE OFFICER OF THE BAY BRIDGE COMPLEX (PHONE NUMBER PROVIDED ON PAGE 1).

IF DELIVERY CRITERIA ARE NOT MET, PRODUCT WILL BE PURCHASED ON THE OPEN MARKET AND THE DIFFERENTIAL WILL BE CHARGED BACK TO THE VENDOR.

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B4400180

PRINT DATE: 10/31/15

PAGE: 03

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
---------------	----------------------	------------	------------------

0001	40503-200003	GL	
------	--------------	----	--

BULK PROPANE DELIVERY TO ANNE ARUNDEL COUNTY

FIXED COST PER GALLON FOR FURNISHING AND DELIVERY TO LOCATION (OVERHEAD) = \$0.27. THIS PRICE SHALL REMAIN FIRM THROUGHOUT THE TERM OF THE CONTRACT AND SUBSEQUENT RENEWALS. THIS FIXED PRICE INCLUDES ANY TRANSPORTATION COSTS, ADMINISTRATIVE COSTS AND ANY FEES.

THE CONTRACT PRICE FOR PROPANE GAS DELIVERED UNDER THE TERMS OF THE CONTRACT WILL BE BASED UPON THE POSTED CLOSING PRICE OF PROPANE FOR THE MONT BELVIEU, TEXAS PIPELINE LISTED IN THE OPIS REPORT FOR THE DATE PRECEDING THE DATE THE PROPANE IS DELIVERED.

THE CLOSING PRICE OF PROPANE FOR THE MONT BELVIEU, TEXAS PIPELINE IS ALSO AVAILABLE AT:

[HTTP://WWW.EIA.GOV/DNAV/PET/PET\\_PRI\\_SPT\\_S1\\_D.HTM](http://www.eia.gov/dnav/pet/pet_pri_spt_s1_d.htm)

END OF ITEM LIST

### ADDITIONAL TERMS AND CONDITIONS:

QUANTITIES SHOWN ARE FOR A THREE (3) YEAR PERIOD AND ARE APPROXIMATE. THEY ARE NOT TO BE CONSTRUED AS MINIMUM OR MAXIMUM. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE ANY MINIMUM QUANTITY OR DOLLAR VALUE DURING THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED.

THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE CONTRACT PRICE, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

DURATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

IF A PATTERN OF NON-PERFORMANCE DEVELOPS, CONTRACT WILL BE TERMINATED IMMEDIATELY. VENDOR SHALL REMAIN LIABLE FOR ALL COST DIFFERENTIALS FOR

\*\*\* CONTINUED, NEXT PAGE \*\*\*

**BLANKET PURCHASE ORDER**  
**STATE OF MARYLAND**

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

**BPO NO:** 001B4400180

**PRINT DATE:** 10/31/15

**PAGE:** 04

**TERMS (cont'd):**

THE REMAINDER OF THE CONTRACT PERIOD.

VENDOR MUST COMPLY WITH ALL NFPA AND ANY/ALL APPLICABLE CODES.

THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING ADDRESS:

MARGARET.HAJIANTONI@DGS.STATE.MD.US

THE MARYLAND DEPT. OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL OTHER SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #MDDGS31010440 ARE INCORPORATED HEREIN BY REFERENCE.

\*\*\*\*\* LAST PAGE \*\*\*\*\*

**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**BUYER AUTHORIZED DESIGNEE**