

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400591

**PRINT DATE:** 09/15/16

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> SHIPLEY FUEL MARKETING LLC 415 NORWAY ST  YORK, PA 17403 (717 )771-1869	<b>REFER QUESTIONS TO:</b>  STACEY POLLITT (410 )767-3002 STACEY.POLLITT1@MARYLAND.GOV	
<b>ITB:</b> 001IT820173	<b>EXPR DATE:</b> 04/30/21 <b>POST DATE:</b> 06/16/16	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> 150,000.00

### 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.

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STATEWIDE CONTRACT FOR BULK PROPANE GAS  
FOR  
REGIONS: CENTRAL MARYLAND, NORTHERN MARYLAND, WESTERN MARYLAND, EASTERN SHORE, SOUTHERN MARYLAND, GREATER WASHINGTON, DISTRICTS 1, 2, 3  
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THIS IS A STATEWIDE CONTRACT FOR BULK PROPANE GAS FOR THE STATE OF MARYLAND FACILITIES.

#### SCOPE OF THE CONTRACT:

THE TERM OF THIS CONTRACT IS THREE (3) YR W/TWO (2) ONE (1) YR RENEWAL OPTION 05/31/2016 - 04/30/2021.

**VENDOR:** SHIPLEY FUEL MARKETING, LLC  
**VENDOR CONTACT:** BOB ASTOR  
**VENDOR NUMBER:** 717-771-1869  
**VENDOR EMAIL:** RASTOR@SHIPLEYENERGY.COM

#### MAINT/REPAIRS:

VENDOR MUST BE ABLE TO ENSURE EMERGENCY RESPONSE TO THE STATE LOCATIONS AT ALL TIMES, INCLUDING AFTER HOURS AND WEEKENDS, BY QUALIFIED PERSONNEL WITHIN FOUR (4) HOURS FROM THE TIME THE REQUEST IS MADE BY THE STATE. ROUTINE REPAIRS WILL BE SCHEDULED DURING WORKING HOURS, (M-F 8AM-4PM) WITH AT LEAST 24HR NOTICE IN ADVANCE. VENDOR WILL BE REQUIRED TO GIVE THE STATE A NAME AND PHONE NUMBER OF

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

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PRINT DATE: 09/15/16

PAGE: 02

### TERMS (cont'd):

A QUALIFIED PERSON WHO CAN BE REACHED AFTER HOURS AND ON WEEKENDS TO PROVIDE EMERGENCY REPAIRS OR DELIVERY OF PROPANE.

PRODUCT ACCEPTABILITY SHALL BE A SOLE DISCRETION OF THE STATE OF MARYLAND. STATE OF MARYLAND SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY PRODUCT DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEED THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

FOLLOWING DELIVERY AND ACCEPTANCE OF ALL PRODUCTS, SHIPLEY FUEL MARKETING, ,LLC SHALL SUBMIT AN ORGINAL INVOICE TO THE ORDERING AGENCY. REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEED FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS REQUIRED" BASIS.

### PAYMENT:

PAYMENT TERMS TO BE NET, 30 DAYS. THE CONTRACTOR SHALL SUBMIT AN INVOICE TO AGENCY NO LATER THAN 15 DAYS AFTER DATE OF DELIVERY. ALL PRICES ARE TO BE DELIVERED F.O.B. CUSTOMER'S TANKS. PRICE LISTED ON THE CONTRACT INCLUDES ALL FIXED COSTS PER GALLON FOR FURNISHING AND DELIVERING THE PROPANE TO THE LOCATIONS.

THE VENDOR MUST COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF CONTRACT AWARD.

A REPORT MUST BE FURNISHED BY THE VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT , AS A MINIMUM, THE REPORT REFLECTS 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 WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

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

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATONS, TERMS AND

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

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B6400591

**PRINT DATE:** 09/15/16

**PAGE:** 03

**TERMS (cont'd):**

CONDITIONS OF SOLICITATION #001IT820173/MDDGS31024758 HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
0001	40503-507507	GL	.7400		

PROPANE GAS BULK  
CONWINGO TOWER  
4948 CONWINGO RD  
DARLINGTON  
21034  
1 TANK  
1000 GAL

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0002	40503-507507	GL	.7400		
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PROPANE GAS BULK  
BELAIR  
EMERGENCY GENERATOR TOWER  
1491 BELAIR RD  
BELAIR  
21014  
2 TANKS  
1000 GAL

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END OF ITEM LIST

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## STATE OF MARYLAND

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

**BPO NO:** 001B6400591

**PRINT DATE:** 09/15/16

**PAGE:** 04

**TERMS (cont'd):**

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

**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE