

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400117

PRINT DATE: 09/26/16

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

EASTERN SALT CO INC
134 MIDDLE ST STE 210

LOWELL, MA
(978)251-8553

01852

REFER QUESTIONS TO:

BJ SAID-AZIZ
(410)767-4281
BJ.SAID-AZIZ@MARYLAND.GOV

ITB:

EXPR DATE: 08/31/17
POST DATE: 11/20/15

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .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.

STATEWIDE CONTRACT FOR

ROAD SALT - DISTRICTS 2 & 5

(CECIL COUNTY)

*****THIS IS (1) ONE OF (2) TWO RENEWALS*****

MODIFICATION #1: CONTRACT HAS BEEN EXTENDED UNTIL 08/31/2017.

THIS CONTRACT IS FOR THE SUPPLY AND DELIVERY OF BULK ROAD SALT WITHIN CECIL COUNTY, MARYLAND.

SCOPE OF CONTRACT:

THE TERM OF THIS CONTRACT IS ONE (1) YEAR FROM DECEMBER 1, 2015 THROUGH DECEMBER 31, 2016. THE TERMS, PRICES, AND CONDITIONS ARE THE SAME.

MUTUAL AGREEMENT OF THE DEPARTMENT OF GENERAL SERVICES AND THE VENDOR. DGS MAY EXTEND THE EXPIRATION DATE OF THE CONTRACT DURING THE FINAL RENEWAL OPTION FOR NINETY (90) DAYS UPON THE AGREEMENT BETWEEN THE DEPARTMENT OF GENERAL SERVICES AND THE VENDOR.

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TERMS (cont'd):

CONTRACTS WILL 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.

ANY ITEM LISTED HEREIN NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

DESIGNATED AGENCY & ADDITIONAL USERS CLAUSE: STATE HIGHWAY ADMINISTRATION, MARYLAND TRANSPORTATION AUTHORITY, AND OTHER MARYLAND STATE AND LOCAL DIVISIONS ARE AUTHORIZED TO PURCHASE FROM THIS CONTRACT.

PROCUREMENT MANAGER: LISA.MCDONALD (410) 767-4084
LISA.MCDONALD@MARYLAND.GOV.

VENDOR: EASTERN SALT CO., LLC

VENDOR FEIN: 04-3195218

VENDOR CONTACT: JASON ARCHAMBAULT (978) 251-8553
JARCHAMBAULT@EASTERNSALT.COM

QUANTITIES:

QUANTITIES STATED ARE AN ESTIMATE BASED ON PAST CONSUMPTION AND ARE ONLY INTENDED TO ESTABLISH UNIT PRICES AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT WILL BE FOR THE ACTUAL NEEDS AND DELIVERY LOCATIONS AND MAY VARY FROM THE STATED ESTIMATE.

MATERIALS:

SODIUM CHLORIDE (ROCK OR SOLAR SALT) OFFERED IN THIS BID SHALL MEET ALL THE REQUIREMENTS OF ASTM DESIGNATION D632 (LATEST REVISION), TYPE 1, GRADE 1. THE SODIUM CHLORIDE (SOLAR OR ROCK SALT) SHALL CONTAIN A MINIMUM OF 20 PARTS PER MILLION OF SODIUM FERRO CYANIDE UNIFORMLY MIXED WITH THE SALT TO PREVENT CAKING. THE MOISTURE CONTENT OF ROCK SALT AND SOLAR SALT SHALL NOT EXCEED THREE PERCENT (3.0%) BY WEIGHT.

IN THE EVENT THAT THE MATERIAL FAILS TO MEET THE MINIMUM SPECIFICATION, THE AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO REQUIRE THE SUPPLIER TO TAKE WHATEVER CORRECTIVE ACTION IS DEEMED NECESSARY TO BRING THE MATERIAL UP TO SPECIFICATION, OR REQUIRE THE SUPPLIER TO REMOVE AND REPLACE THAT MATERIAL WHICH FAILS TO MEET THE

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TERMS (cont'd):

SPECIFICATIONS, AT THE VENDOR'S EXPENSE.

FAILURE OF THESE SAMPLES TO MEET SPECIFICATIONS MAY RESULT IN THE VENDOR BEING REQUIRED TO REMOVE THE UNACCEPTABLE MATERIAL AND REPLACING IT WITH SPECIFICATION MATERIAL, ALL AT THE VENDOR'S EXPENSE. AS AN ALTERNATIVE, SHA RESERVES THE RIGHT TO REQUIRE FULL PLANT REPRESENTATION BY PERSONNEL OF SHA'S OFFICE OF MATERIALS AND TECHNOLOGIES. IN ADDITION, SHA RESERVES THE RIGHT TO SAMPLE THE MATERIAL AS IT IS UNLOADED FROM EACH ARRIVING SHIP.

THE VENDOR SHALL BE ALLOWED TO SHIP MATERIAL BASED ON CERTIFICATION. THIS CERTIFICATION MUST INCLUDE ACTUAL TEST DATA FROM THE MANUFACTURER AND REPRESENT THE MATERIAL BEING SHIPPED. CERTIFIED TEST VALUES MUST MEET ALL REQUIREMENTS OF THIS SPECIFICATION. SHA RESERVES THE RIGHT TO, AND WILL SAMPLE SHIPMENTS AT, THE FINAL POINT OF DELIVERY FOR TESTING BY THE SHA LABORATORY.

WEIGHING:

THE VENDOR SHALL PROVIDE ACCURATE APPROVED SCALES TO BE USED FOR WEIGHING SHIPMENTS OF SODIUM CHLORIDE. THE PLATFORM OF THE TRUCK SCALES SHALL BE OF SUFFICIENT LENGTH AND WIDTH TO CONVENIENTLY ACCOMMODATE ANY TRUCKS OR COMPLETE HAULING UNITS THAT MAY BE USED TO TRANSPORT THE SODIUM CHLORIDE IN SUCH A MANNER THAT THE COMPLETE UNIT LOAD CAN BE WEIGHED AT ONE DRAFT. NO SPLIT WEIGHING WILL BE ALLOWED. ALL DELIVERIES MUST BE MADE IN BULK BY COVERED TRUCKS. A CERTIFIED WEIGHT SLIP FROM THE SUPPLIER MUST ACCOMPANY EACH TRUCK. ALL WEIGHING OPERATIONS WILL BE CONDUCTED IN ACCORDANCE WITH TC-7.01 MEASUREMENT OF QUANTITIES OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS (CURRENT EDITION). A LINK TO THIS EDITION OF THE SPECIFICATIONS BOOK IN PDF FORM IS:

[HTTP://APPS.ROADS.MARYLAND.GOV/BUSINESSWITHSHA/BIZSTDSSPECS/DESMANUALS/TDPUB/PUBLICATIONSONLINE/OHD/BOOKSTD/INDEX.ASP](http://apps.roads.maryland.gov/businesswithsha/bizstdsspecs/desmanuals/tdpub/publicationsonline/ohd/bookstd/index.asp)

CUSTOMER PICK-UP:

CUSTOMER PICKUP WILL BE AVAILABLE TO SHA DURING NORMAL WORKING HOURS (MONDAY THROUGH FRIDAY, 7:30AM - 3:30PM). DURING PERIODS OF "INVENTORY SHORTAGE" (SEE BELOW), CUSTOMER PICKUP WILL BE AVAILABLE TO SHA 24 HOURS PER DAY, 7 DAYS PER WEEK. PICKUP WILL BE MADE BY SHA AND/OR SHA-CONTRACTED VEHICLES. THE COST TO SHA FOR "CUSTOMER PICKUP SALT" WILL REFLECT THE UNIT PRICE BID FOR SALT MINUS ITS TRANSPORTATION COST COMPONENT.

DELIVERY REQUIREMENTS - NORMAL PRIORITY:

SHA HAS IDENTIFIED ON SECTION "A" SALT STRUCTURES THAT ARE NORMAL PRIORITY FOR DELIVERIES DURING THE COURSE OF THIS CONTRACT.

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TERMS (cont'd):

DELIVERIES WILL BE MADE ONLY DURING NORMAL WORKING HOURS (MONDAY - FRIDAY, 7:30AM-3:30PM), UNLESS THE SUPPLIER MAKES ARRANGEMENTS IN ADVANCE OF ANTICIPATED DELIVERY DURING NON-WORK HOURS. SHA WILL CONSIDER EXTENDED DELIVERY HOURS, OVERNIGHT IF NEEDED, PROVIDED THE VENDOR COMMITS TO A VERY HIGH TONNAGE TO SPECIFIC SALT STRUCTURES. THE VENDOR MUST CONTACT AN SHA REPRESENTATIVE WITH THE START TIME OF DELIVERY, NUMBER OF TRUCKS, AND ANTICIPATED TONNAGE. IN ADDITION, THE LAST LOAD MUST BE IDENTIFIED. THE VENDOR SHALL GIVE THE SHOP 24 HOURS' NOTICE PRIOR TO BEGINNING ITS SHIPMENTS.

ONCE A VENDOR COMMITS TO HAULING TO A LOCATION, HE OR SHE SHALL DELIVER A MINIMUM OF 200 TONS TO THE SITE PER DAY. THE MINIMUM 200 TONS OF SALT DOES NOT HAVE TO BE ON CONTINUOUS DAYS. THE 200 TON MINIMUM DELIVERY WILL NOT APPLY WHEN THE REMAINING UNSHIPED MATERIAL IS LESS THAN 200 TONS, HOWEVER, THE REMAINING BALANCE SHALL BE SHIPPED IN ONE DAY. THE INTENT OF THE MINIMUM DELIVERY IS TO ALLOW SHA RECEIVING PERSONNEL TO BE SCHEDULED EFFICIENTLY.

DELIVERIES ARE TO BE COMPLETED WITHIN EIGHT (8) CALENDAR DAYS AFTER THE SUPPLIER RECEIVES AN ORDER, ORALLY OR IN WRITING, FROM THE USING AUTHORITY. IN THE EVENT THE DELIVERY IS NOT COMPLETED WITHIN THE SPECIFIED TIME, IN ADDITION TO ALL OTHER DAMAGES FOR WHICH THE VENDOR MAY BE LIABLE, AND IN ADDITION TO ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO THE STATE, THE VENDOR SHALL BE LIABLE TO PAY \$6.00 PER SHORT TON IN LIQUIDATED DAMAGE, REFLECTING THE COST OF SHA MOVING SALT FROM ONE OF ITS FACILITIES TO ANOTHER. LIQUIDATED DAMAGES CAN ONLY BE INSTITUTED BY THE MARYLAND DEPARTMENT OF GENERAL SERVICES (DGS).

IF IT BECOMES APPARENT TO THE VENDOR THAT IT CANNOT MEET A DELIVERY SCHEDULE, THE VENDOR SHALL NOTIFY THE SHA MAINTENANCE SHOP(S) IT SERVICES. IF THE VENDOR CANNOT MEET THE DELIVERY SCHEDULE ON A REGIONAL OR STATEWIDE BASIS, IT SHALL CONTACT THE CHIEF OF THE HIGHWAY MAINTENANCE DIVISION, (410-582-5565), OR HIS DESIGNEE. THE VENDOR MAY SEEK RELIEF FROM THE LIQUIDATED DAMAGES BY EXPLAINING THE REASONS FOR NOT MEETING THE DELIVERY SCHEDULE, AS WELL AS ACTIONS BEING TAKEN TO CORRECT OR IMPROVE THE SHIPMENTS. THE CHIEF OF THE HIGHWAY MAINTENANCE DIVISION OR HIS DESIGNEE, IN CONSULTATION WITH DGS, WILL MAKE THE FINAL DETERMINATION OF THE REQUEST FOR WAIVER OF THE LIQUIDATED DAMAGES.

SHA WILL MAKE EVERY EFFORT TO MAINTAIN ADEQUATE INVENTORY LEVELS THROUGHOUT THE WINTER. IT IS IMPERATIVE THAT THE VENDOR AND SHA WORK TOGETHER TO MEET SHA'S DELIVERY REQUIREMENTS DURING PERIODS OF MINIMAL WINTER STORM ACTIVITY IN ORDER TO MINIMIZE THE OCCURRENCE OF SALT SHORTAGE DURING PERIODS OF BACK-TO-BACK STORMS.

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DELIVERY REQUIREMENTS - HIGH PRIORITY:

SHA HAS IDENTIFIED ON ATTACHMENT "A" SALT STRUCTURES THAT ARE A HIGH PRIORITY FOR DELIVERIES DURING THE COURSE OF THIS CONTRACT. THE TERMS AND CONDITIONS FOR HIGH PRIORITY WILL BE IDENTICAL TO NORMAL DELIVERY EXCEPT FOR THE FOLLOWING:

DELIVERY TO HIGH PRIORITY SALT STRUCTURES WILL BE COMPLETED WITHIN FIVE (5) CALENDAR DAYS AFTER THE SUPPLIER RECEIVES AN ORDER, ORALLY OR IN WRITING, FROM THE USING AUTHORITY.

IN THE EVENT THE DELIVERY IS NOT COMPLETED WITHIN THE SPECIFIED TIME, IN ADDITION TO ALL OTHER DAMAGES FOR WHICH THE VENDOR MAY BE LIABLE, AND IN ADDITION TO ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO THE STATE, THE VENDOR SHALL BE LIABLE TO PAY \$6.00 PER SHORT TON IN LIQUIDATED DAMAGE, REFLECTING THE COST OF SHA MOVING SALT FROM ONE OF ITS FACILITIES TO ANOTHER. LIQUIDATED DAMAGES CAN ONLY BE INSTITUTED BY THE MARYLAND DEPARTMENT OF GENERAL SERVICES (DGS).

SPECIAL DELIVERY REQUIREMENTS - INVENTORY SHORTAGE:

SPECIAL NOTE: IF SHA INITIATES INVENTORY SHORTAGE; IT WILL ONLY REDIRECT ITS OWN INTERNAL SALT ORDERS. SALT VENDORS SHALL CONTINUE TO FULFILL ORDERS MADE BY OTHER NON-SHA SALT USING ENTITIES.

SHA WILL MAKE EVERY EFFORT TO KEEP THE INVENTORY IN ITS SALT STRUCTURES AT A VERY HIGH LEVEL THROUGHOUT WINTER. IF SEVERE WINTER STORMS, AND SHA'S SUBSEQUENT SALT USAGE, CAUSE ITS INVENTORY TO REACH LOW LEVELS, IT WILL MAKE VENDORS AWARE OF ITS INVENTORY SHORTAGE. INVENTORY SHORTAGE WILL BE DEFINED AS SHA STORAGE STRUCTURE INVENTORIES REACHING A LEVEL WHERE THE ADMINISTRATION IS IN DANGER OF NOT BEING ABLE TO SERVICE THE LANE MILES MAINTAINED BY THE FACILITIES IN LIGHT OF FORECASTED STORMS. THE VENDOR WILL BE NOTIFIED IF AND WHEN THIS SITUATION OCCURS.

DURING PERIODS OF INVENTORY SHORTAGE, THE CHIEF OF SHA'S HIGHWAY MAINTENANCE DIVISION OR DESIGNEE WILL ACT AS THE SHA CENTRAL CONTACT TO PRIORITIZE THE DELIVERY SCHEDULE STATEWIDE AND MAY REDIRECT THE DELIVERIES TO SALT STORAGE SITES IN NEED. IN ADDITION, THE VENDOR SHALL HAVE A REPRESENTATIVE AVAILABLE 24 HOURS PER DAY, SEVEN DAYS PER WEEK TO COORDINATE DELIVERIES TO MEET CRITICAL SHA NEEDS. THE VENDOR SHALL PROVIDE THE CHIEF OF SHA'S HIGHWAY MAINTENANCE DIVISION OR DESIGNEE WITH THE NAME OF THE REPRESENTATIVE AND HIS OR HER PHONE NUMBERS.

DURING PERIODS OF INVENTORY SHORTAGE, THE CHIEF OF SHA'S HIGHWAY MAINTENANCE DIVISION OR DESIGNEE WILL COORDINATE WITH THE VENDOR TO IDENTIFY A LIST OF HAUL SITES, APPROXIMATE STARTING TIME OF DELIVERY

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FOR THE SITES, NUMBER OF TRUCKS MAKING DELIVERIES AND THE ANTICIPATED TONNAGE FOR THE SITES. THE LAST LOAD DELIVERED TO EACH SITE MUST BE IDENTIFIED BY THE VENDOR.

IF AND WHEN THE CHIEF OF THE HIGHWAY MAINTENANCE DIVISION OR DESIGNEE INITIATES THE PROCESS OF REDIRECTING DELIVERIES, SHA WILL WAIVE LIQUIDATED DAMAGES ON OPEN ORDERS NOT ALREADY COMPLETED WHICH WERE MADE PRIOR TO THE DECLARATION OF INVENTORY SHORTAGE, BUT HAD NOT ALREADY EXCEEDED THE TIME REQUIREMENTS OF THEIR DELIVERY SCHEDULE. ONCE THE CHIEF OF THE HIGHWAY MAINTENANCE DIVISION RETURNS THE DELIVERY PROCESS BACK TO ITS NORMAL STATE AND CONTROL IS RETURNED TO THE MAINTENANCE SHOPS, THE VENDOR SHALL HAVE 12 CALENDAR DAYS TO BACKFILL AND COMPLETE ORDERS. IF THE ORDERS ARE NOT BACKFILLED AND COMPLETED WITHIN 12 CALENDAR DAYS, IN ADDITION TO ALL OTHER DAMAGES FOR WHICH THE VENDOR MAY BE LIABLE, AND IN ADDITION TO ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO THE STATE, THE VENDOR SHALL BE LIABLE TO PAY SHA \$6.00 PER SHORT TON IN LIQUIDATED DAMAGES, REFLECTING THE COST OF SHA MOVING SALT FROM ONE OF ITS FACILITIES TO ANOTHER.

ADDITIONAL DELIVERY REQUIREMENTS:

ALL SALT MUST BE PROTECTED IN TRANSIT BY WATERPROOF COVERING. DELIVERY MUST BE MADE BY TRUCKS THAT HAVE UNDERGONE A THOROUGH CLEANING OF THE TRUCK BED FOR THE PURPOSE OF ASSURING THAT THE SODIUM CHLORIDE IS NOT CONTAMINATED BY FOREIGN MATERIAL SUCH AS CONCRETE, AGGREGATES, ASPHALT, SOIL, ETC. IN THE EVENT THE AUTHORIZED REPRESENTATIVE, AT THE DELIVERY POINT, DETERMINES THAT A LOAD OF SALT IS CONTAMINATED, THE SHIPMENT WILL BE REJECTED.

IF A SHIPMENT IS REJECTED DUE TO CONTAMINATION OR IF IT'S REJECTED BECAUSE IT DOESN'T MEET OTHER SPECIFICATIONS, THE SALT WILL NOT BE PLACED IN A SALT STRUCTURE BUT WILL BE ISOLATED AND COVERED. SHA WILL CONTACT THE VENDOR ABOUT THE UNACCEPTABLE SALT. THE VENDOR WILL PICK UP THE LOAD WITHIN 48 HOURS OF SAID NOTIFICATION.

ALL DELIVERIES WILL BE SUBJECT TO RANDOM WEIGHT VERIFICATION BY THE MARYLAND STATE POLICE AT THE DELIVERY SITES. ALL DELIVERIES FOUND TO BE ABOVE GVW LIMITATIONS WILL BE SUBJECT TO APPROPRIATE ENFORCEMENT ACTION BY THE MARYLAND STATE POLICE. ADJUSTMENTS WILL BE MADE ON ANY INVOICES WHERE DELIVERIES ARE FOUND TO BE SHORT-LOADED.

ALL DELIVERIES MUST BE RECEIVED BY AN AUTHORIZED SHOP REPRESENTATIVE WHO WILL SIGN A DELIVERY RECEIPT CERTIFYING RECEIPT OF THE MATERIAL. NO PAYMENT WILL BE MADE UNLESS A DELIVERY TICKET IS SIGNED BY AN AUTHORIZED SHOP REPRESENTATIVE. THE VENDOR WILL COORDINATE ALL DELIVERIES WITH THE RESIDENT MAINTENANCE ENGINEER OR REPRESENTATIVE.

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INVENTORY STATUS AND DELIVERY REPORTS:

THE VENDOR SHALL DELIVER TO THE CHIEF OF THE HIGHWAY MAINTENANCE DIVISION OR DESIGNEE A WEEKLY REPORT ON THE STATUS OF ITS INVENTORY INCLUDING ANTICIPATED SHIPMENTS BY RAIL AND BY SEA. THE REPORT MUST BE SENT BY E-MAIL TO CROBINSON@SHA.STATE.MD.US AND MLIPNICK@SHA.STATE.MD.US. THE REPORT SHALL MAKE SHA AWARE OF ANY POTENTIAL DELIVERY PROBLEMS DUE TO MINE CLOSURES, STRIKES, ACCIDENTS OR NATURAL DISASTERS, OR SHIPPING DELAYS BY RAIL OR SEA. ALL INFORMATION SUPPLIED TO SHA IN THE WEEKLY INVENTORY STATUS REPORT WILL REMAIN CONFIDENTIAL.

IN ADDITION, VENDORS SHALL EMAIL A DAILY DELIVERY REPORT DETAILING ALL OF THE VENDOR'S DELIVERIES TO SHA FACILITIES DURING THE PREVIOUS DAY. THE DAILY REPORT SHALL INCLUDE THE LOCATION OF DELIVERIES, SHA PURCHASE ORDER NUMBER, PURCHASE ORDER DATE, TONS ORDERED, AMOUNT DELIVERED, TONS REMAINING ON THE PURCHASE ORDER, AND THE ANTICIPATED COMPLETION DATE. ALL INFORMATION SUPPLIED TO SHA IN THIS REPORT WILL REMAIN CONFIDENTIAL.

VENDOR SALT HAULERS:

EACH OF THE VENDOR'S SALT HAULERS ASSIGNED TO A PARTICULAR SHOP MUST BE AVAILABLE TO DELIVER SALT TO ANY SHA SALT STORAGE FACILITY WITHIN THE SHOP'S AREA OF RESPONSIBILITY. SEE THE INFORMATION PROVIDED AT THE END OF THIS SECTION FOR A LISTING OF SALT FACILITIES AND THE SHOPS THAT MANAGE THEM. THE VENDOR SHALL PROVIDE SHA WITH A LIST OF HAULERS, MONTHLY, THAT WILL BE USED TO SHIP MATERIAL TO SHA FACILITIES. THE HAULER LIST WILL BE E-MAILED TO COLLEEN ROBINSON AND MARC LIPNICK AT CROBINSON@SHA.STATE.MD.US AND MLIPNICK@SHA.STATE.MD.US, RESPECTIVELY ON THE FIRST OF EACH MONTH BEGINNING IN NOVEMBER. SHA WILL REVIEW THE LIST TO DETERMINE IF ANY OF THE SALT HAULERS ARE UNDER CONTRACT WITH SHA FOR ITS SNOW AND ICE CONTROL OPERATIONS. SHA WILL MAKE THE VENDOR AWARE OF ANY POTENTIAL CONFLICTS.

BASIS OF AWARD:

THE AWARD FOR THIS SOLICITATION WAS ON A LINE ITEM BASIS TO THE RESPONSIVE AND RESPONSIBLE BIDDER WITH THE LOWEST PRICE, AS DETERMINED BY THE PROCUREMENT OFFICER TO BE IN THE BEST INTERESTS OF THE STATE OF MARYLAND.

PRICING IS FOR SODIUM CHLORIDE (ROCK OR SOLAR SALT) FOR DISTRICT 2 (CECIL COUNTY).

PRICE ESCALATION:

SODIUM CHLORIDE:

1. PRICE ESCALATION MAY ONLY OCCUR AT THE TIME OF RENEWAL AND ONLY

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UPON SECURING THE APPROVAL OF THE STATE IN WRITING. A VENDOR SEEKING A PRICE ESCALATION MUST REQUEST THE ESCALATION WITHIN 30 DAYS OF NOTICE FROM THE STATE THAT THE CONTRACT IS BEING RENEWED. THIS REQUEST MUST STATE BOTH THE PERCENT ADJUSTMENT SOUGHT (SEE BELOW), AND THE REVISED CONTRACT PRICE. WITHIN FIFTEEN (15) DAYS OF THE REQUEST, THE STATE MUST EITHER ACCEPT THE REQUEST, OR PROVIDE NOTE OF ANY CORRECTIONS TO THE CALCULATIONS PROVIDED IN THE REQUEST AT THAT TIME.

THE ADJUSTMENT WILL BE CALCULATED AS A PERCENTAGE RESULTING FROM THE CHANGE IN THE CONSUMER PRICE INDEX (CPI-U) FOR ALL URBAN CONSUMERS, ALL ITEMS, BALTIMORE AREA FOR THE MOST RECENT THIRTEEN (13) MONTHS BEGINNING FROM THE MOST CURRENT MONTH AVAILABLE AS POSTED BY THE BUREAU OF LABOR STATISTICS AT THE TIME OF CONTRACT RENEWAL. THIS INFORMATION IS FOUND AT [HTTP://STATS.BLS.GOV/DATA](http://stats.bls.gov/data). THE PERCENTAGE SHALL BE ROUNDED TO ONE DECIMAL PLACE.

IN THE EVENT THE CALCULATION EXCEEDS FIVE PERCENT (5%), THE MAXIMUM ANNUAL CONTRACT RENEWAL PERIOD INCREASE SHALL BE LIMITED TO FIVE PERCENT (5%) OF THE CURRENT CONTRACT PRICES. IN THE EVENT THE CPI FOR THE MEASURED PERIOD IS NEGATIVE, THE CONTRACTOR SHALL REDUCE PRICES ACCORDINGLY. IN THE EVENT THE CPI FOR THE MEASURED PERIOD IS POSITIVE, THE CONTRACTOR SHALL HAVE THE OPTION OF KEEPING EXISTING CONTRACT PRICES OR CHANGING TO ANY PRICE UP TO THE MAXIMUM ALLOWABLE PERCENTAGE INCREASE.

2. WITHIN FIFTEEN (15) CALENDAR DAYS OF THE RECEIPT OF THE STATE'S NOTICE OF ADJUSTMENT, THE CONTRACTOR SHALL SUBMIT A SCHEDULE OF REVISED CONTRACT RATES TO THE PROCUREMENT OFFICER IF IT WISHES TO OBTAIN A RATE INCREASE. THE PROCUREMENT OFFICER SHALL VERIFY THE CONTRACTOR'S DOCUMENTATION AND MATHEMATICAL CALCULATIONS WITHIN TWO WEEKS AND SHALL EITHER APPROVE THE ACCURACY OF THE INTENDED RATE INCREASE OR PROVIDE NOTICE OF ANY ERROR.

3. THE ADJUSTMENT SHALL BE CALCULATED BY REFERENCE TO THE ANNUAL CHANGE IN THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS (BLS), CPI-ALL URBAN CONSUMERS FOR:

- AREA: U.S. CITY AVERAGE, NOT SEASONALLY ADJUSTED
- ITEM: ALL ITEMS
- SERIES ID: CUUR0000SAO
- BASE PERIOD 1982-1984 = 100

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TO ILLUSTRATE THE APPLICATION OF THIS PROCEDURE, THE SECOND YEAR OF THE CONTRACT BEGINS ON 1/1/16. IF THE CPI INCREASED BY 1.9% BETWEEN 9/14 AND 09/15, THE CONTRACTOR CAN REQUEST A 1.9% INCREASE IN ITS PRICES AS OF 1/1/16 TO COVER THE FIRST CONTRACT RENEWAL OPTION (UNTIL 12/31/16).

THE FOLLOWING EXAMPLE ILLUSTRATES THE COMPUTATION OF PERCENT CHANGE:

CPI FOR MOST CURRENTLY AVAILABLE PERIOD	184.3
LESS CPI FOR PREVIOUS PERIOD	180.9
EQUALS INDEX POINT CHANGE	3.4
DIVIDED BY PREVIOUS PERIOD CPI	180.9
EQUALS	.019
RESULT MULTIPLIED BY 100	0.019 X 100
EQUALS PERCENT CHANGE	1.9%

4. THE REVISED CONTRACT RATES SHALL BE USED FOR SODIUM CHLORIDE PURCHASED EFFECTIVE THE FIRST DAY AFTER EACH RESPECTIVE ANNIVERSARY DATE OF THE CONTRACT.

FUEL PRICE ADJUSTMENT

FUEL PRICE ADJUSTMENT: A FUEL PRICE ADJUSTMENT WILL BE MADE TO CONTRACT PRICING IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

1. THE SUPPLIER'S BID PRICE SHALL BE ADJUSTED (UP OR DOWN) ONCE EACH WEEK DURING THE MONTHS OF DECEMBER THROUGH JUNE ON THE COST OF DIESEL FUEL USED IN TRANSPORTATION. EACH BIDDER WILL PROVIDE THE BASE DELIVERED PRICE AS WELL AS THE ASSOCIATED BASE TRANSPORTATION COST AT THE TIME OF BIDDING.

2. FOR EVERY \$.05 CHANGE IN THE DIESEL PRICE, THE SUPPLIER'S TRANSPORTATION PORTION OF THEIR BID PRICE WILL BE ADJUSTED BY 1%.

3. THE CHANGE IN THE DIESEL PRICE IS CALCULATED BY COMPARING THE APPLICABLE WEEKLY DIESEL PRICE WITH THE BASE DIESEL PRICE. IF THE WEEKLY FIGURE IS GREATER THAN THE BASE, AN UPWARD PRICE CHANGE IS ISSUED. IF THE MONTHLY FIGURE IS LESS THAN THE BASE, A DOWNWARD PRICE CHANGE IS ISSUED.

4. THE US DEPARTMENT OF ENERGY'S WEEKLY "EIA RETAIL ON-HIGHWAY

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DIESEL PRICES" INDEX FOR THE CENTRAL ATLANTIC REGION WILL BE USED. THE MONDAY POSTING WILL BE USED, HOWEVER IF THERE IS NO POSTING ON MONDAY, THE NEXT DAY'S PUBLISHED POSTINGS WILL BE USED FOR THE ADJUSTMENT. THE CURRENT WEBSITE IS LOCATED AT:

[HTTP://WWW.EIA.GOV/DNAV/PET/PET_PRI_GND_DCUS_R1Y_W.HTM](http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1y_w.htm)

THE BASE DIESEL RATE USED FOR CALCULATING THE ADJUSTMENTS SHALL BE THE RATE SHOWN IN THE REFERENCE EIA INDEX ON THE DATE OF THE BID OPENING.

5. THE BASE DIESEL RATE USED FOR CALCULATING THE ADJUSTMENTS SHALL BE THE RATE SHOWN IN THE REFERENCE EIA INDEX ON THE DATE OF THE BID OPENING.

6. THE BASE PRICE ADJUSTMENT WILL BE ROUNDED TO TWO DECIMAL PLACES TO THE NEAREST CENT.

7. THE FUEL PRICE ADJUSTMENT, CALCULATED USING THE CURRENT WEEK'S POSTING, WILL BE USED FOR THE COST OF SALT THE FOLLOWING WEEK. FOR EXAMPLE, A POSTING ON MONDAY, FEBRUARY 7, 2011, WOULD BE REFLECTED IN THE PRICE OF COST OF SALT DURING THE WEEK OF FEBRUARY 14TH THROUGH FEBRUARY 20TH.

8. IF THE EIA INDEX IS NO LONGER AVAILABLE, THE BIDDING AGENCY WILL DETERMINE AN APPROPRIATE GOVERNMENT INDEX TO REPLACE THE EIA INDEX.

EXAMPLE:

PUBLISHED RATE OF THE BID OPENING	\$3.091
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WEEK OF 12/27/10 - 01/02/11	\$3.381
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TOTAL BID PRICE	\$70.64
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TRANSPORTATION	\$10.64
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CALCULATION FOR PRICING BEGINNING MONDAY, DECEMBER 27TH:

$(\$3.381 - \$3.091) / 5 \times \$10.64 = \0.617 (\$0.62) (FUEL PRICE ADJUSTMENT)

$\$70.64 + 0.62 = \71.26 (NEW WEEKLY PRICE PER TON FOR SALT DELIVERED)

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED-TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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TERMS (cont'd):

FORMAT. AT A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL 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 REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE PROCUREMENT OFFICER, LISA MCDONALD AT LISA.MCDONALD@MARYLAND.GOV.

RETURNED GOODS:

CONTRACTOR(S) SHALL BE ENTITLED TO RECOVER REASONABLE COMPENSATION FOR ANY AND ALL GOODS SHIPPED IN ACCORDANCE WITH AUTHORIZED AGENCY ORDERS, MEETING ALL CONTRACT REQUIREMENTS, AND RETURNED BY THE AGENCY FOR REASONS OTHER THAN THE CONTRACTOR'S FAILURE TO MEET CONTRACT REQUIREMENTS. COMPENSATION SHALL BE LIMITED TO ACTUAL UNREIMBURSED COSTS INCURRED BY THE CONTRACTOR INCLUDING, BUT NOT LIMITED TO, RESTOCKING CHARGES, SHIPPING CHARGES, PLUS REASONABLE PROFIT. CONTRACTOR MUST PROVIDE WRITTEN PROOF OF CLAIMED COMPENSATION. A RETURN OF GOODS COVERED BY THIS SECTION SHALL BE DEEMED A PARTIAL TERMINATION FOR CONVENIENCE AS TO THE RETURNED GOODS, AND OTHER CONTRACT PROVISIONS AND PRINCIPLES APPLICABLE TO A PARTIAL TERMINATION FOR CONVENIENCE SHALL APPLY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

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TERMS (cont'd):

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR

(6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

C. THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

D. ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC PROCESSING FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B. THE ELECTRONIC PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR QUARTER ALONG WITH A MONTHLY USAGE

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TERMS (cont'd):

REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO THE PROGRAM MANAGER, CHRISTINE VASILIAU AT CHRISTINE.VASILIAU@MARYLAND.GOV, AND TO AWAWU SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.

C. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC PROCESSING FEE.

OPEN MARKET CLAUSE: THE USING AUTHORITIES MAY PURCHASE ON THE OPEN MARKET THE PRODUCTS LISTED IN THE CASE OF VENDOR FAILURE TO PROVIDE THE COMMODITY IN THE TIME FRAME PRESCRIBED IN THE CONTRACT. VENDOR WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE NEGOTIATION OF AWARD AFTER UNSUCCESSFUL COMPETITIVE SEALED BID (ITB), #001IT819587, AND ANY SUBSEQUENT AMENDMENTS, MODIFICATION OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED HEREIN AND MADE A PART OF THE BPO.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	77545-750108	TN	75.0000	
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SODIUM CHLORIDE, NATURAL DEPOSIT - HIGHWAY DEICING (MD-SHA CECIL COUNTY)

SODIUM CHLORIDE BULK ROAD SALT (ROCK OR SOLAR SALT) HIGHWAY DEICING -
CECIL COUNTY

SALT COST PER TON: \$63.00

TRANSPORTATION COST PER TON: \$12.00

UNIT COST SALT DELIVERED PER TON: \$75.00

_____ END OF ITEM LIST _____

***** LAST PAGE *****

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE