

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400208

PRINT DATE: 09/26/16

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: GOVERNMENT MLO SUPPLIES USA INC 1744 WESTWIND WAY MCLEAN, VA 22102 (571)285-6834	REFER QUESTIONS TO: BJ SAID-AZIZ (410)767-4281 BJ.SAID-AZIZ@MARYLAND.GOV	
ITB: 001IT820012	EXPR DATE: 08/31/17 POST DATE: 10/26/15	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

SODIUM CHLORIDE/ROAD SALT...DISTRICT 1 & 6

DISTRICT 1: (CAMBRIDGE, SOMERSET, WICOMICO AND WORCESTER COUNTIES

DISTRICT 6: (WASHINGTON COUNTY)

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

THIS CONTRACT IS FOR THE SUPPLY AND DELIVERY OF BULK ROAD SALT WITHIN DISTRICT-1 CAMBRIDGE, SOMERSET, WICOMICO AND WORCESTER COUNTIES

DISTRICT-6 WASHINGTON COUNTY

SCOPE OF CONTRACT: THE TERM OF THIS CONTRACT IS ONE (1) YEAR FROM NOVEMBER 01, 2015 THROUGH DECEMBER 31, 2016, WITH ONE (1) ONE-YEAR RENEWAL OPTION FOR THIS CONTRACT.

TERMINATION FOR CONVENIENCE: THE PERFORMANCE OF WORK UNDER THIS CONTRACT MAY BE TERMINATED BY THE STATE IN ACCORDANCE WITH THIS CLAUSE IN WHOLE, OR FROM TIME TO TIME IN PART, WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE WILL PAY ALL REASONABLE COSTS ASSOCIATED WITH THIS CONTRACT

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TERMS (cont'd):

THAT THE CONTRACTOR HAS INCURRED UP TO THE DATE OF TERMINATION AND ALL REASONABLE COSTS ASSOCIATED WITH TERMINATION OF THE CONTRACT. HOWEVER, THE CONTRACTOR SHALL NOT BE REIMBURSED FOR ANY ANTICIPATORY PROFITS THAT HAVE NOT BEEN EARNED UP TO THE DATE OF TERMINATION. TERMINATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.12A(2).

ANY ITEM LISTED HEREIN NOT DELIVERED IN A TIMELY MANNER OR WHICH DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE OPEN MARKET BY USING AGENCIES.

ANY ITEM LISTED HEREIN NOT DELIVERED IN A TIMELY MANNER OR WHICH DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE OPEN MARKET BY USING AGENCIES.

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

VENDOR: GOVERNMENT MLO SUPPLIES

VENDOR CONTACT: ZAKY ELYASI-571-285-6834

QUANTITIES: THE QUANTITIES STATED ARE ON AN ESTIMATED BASED ON PAST CONSUMPTION 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.

DELIVERY REQUIREMENT-HIGH PRIORITY:SHA HAS IDENIFIED ON ATTACHMENT "A"SALT STRUCTURES THAT ARE A HIGH PRIORITY FOR DELIVERY DURING THE COURSE OF THIS CONTRACT.THE TERMS AND CONDITION 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 DAMAGED,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)
DELIVERIES WILL BE MADE ONLY DURING NORMAL WORKING HOURS(MONDAY-FRIDAY, 7:30AM-3:30PM), UNLESS THE SUPPLIER MAKES ARRANGEMENTS IN ADVANCE OF ANTICIAPTED DELIVERY DURING

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TERMS (cont'd):

NON-WORKING HOURS.

FUEL PRICE ADJUSTMENT WILL BE ACCEPTED. ALL PRICING IS FIXED THROUGHOUT THE TERM OF THIS CONTRACT.

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 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

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TERMS (cont'd):

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-3:30). 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 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. 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 ENTITY.

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 HIGHWAY REGIONAL OR STATEWIDE BASIS, IT SHALL CONTACT THE CHIEF OF THE HIGHWAY MAINTENANCE DIVISION, (410-582-5565), OR HIS DESIGNEE. ULE ON A

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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

ESTIMATED SALT PROCUREMENT: THE SHA GUARANTEES TO ACCEPT AT LEAST 20% OF IT ESTIMATED CAPACITY TONNAGE PER YEAR DURING THE LIFE OF THIS CONTRACT. THE VENDOR IS REFERRED TO ATTACHMENT "A" TO DETERMINE SHA'S ESTIMATED TONNAGE AND AVERAGE USAGE IN EACH OF IT COUNTIES.

IN PREVIOUS YEAR THE DEPARTMENT OF GENERAL SERVICES HAS SOLICITED STATEWIDE CONTRACTS FOR ROAD SALT ON BEHALF OF ITS USING AGENCIES. COUNTY AND LOCAL GOVERNMENT ENTITIES HAVE ALSO UTILIZED THESE CONTRACT UNDER THEIR OWN AGREEMENT. UNDER THE CODE OF MARYLAND REGULATION, TITLE 21, SECTION 21.0103.01, DGS DOES NOT HAVE THE AUTHORITY TO NEGOTIATE OR ENFORCE A CONTRACT ON BEHALF OF LOCAL GOVERNMENT JURISDICTIONS.

OUR STATEWIDE CONTRACTS ARE PUT IN PLACE TO ALLOW LOCAL JURISDICTIONS THE OPPORTUNITY TO "PIGGTBACK" ON THEM, CREATING AND EXECUTING THEIR OWN CONTRACT UNDER THE PRICING ESTABLISHED. THE INTENTION IS FOR THE AWARDED VENDOR TO EXTEND THE NEGOTIATED PRICING TO AUTHORIZED USING ENTITIES AS IDENTIFIED WITHIN OUR CONTRACT. THEREFORE, IN OUR CURRENT SOLICITATION FOR ROAD SALT WE REQUEST PRICING FOR SODIUM CHLORIDE ON A COUNTY BY COUNTY BASIS. WE ARE NOT IDENTIFYING LOCAL JURISDICTION IN THIS SOLICITATION. HOWEVER, BIDDERS HAVE INDICATED THE NEED FOR DELIVERY LOCATED AND ESTIMATED USAGE FOR ANY LOCAL JURISDICTION THAT INTEND ON RIDING THE DGS CONTRACT IN ORDER TO PLAN INVENTORY LEVELS ACCORDINGLY

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	77545	EA	91.0000
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ROAD MAINTENANCE SALT

ROAD MAINTENANCE SALT (SEE CLASS 192 FOR ICE REMOVAL CHEMICALS)

DORCHESTER COUNTY

SODIUM CHORIDE BULK ROAD SALT (ROCK OR SOLAR SALT) HIHGWAY
DEICING-DORCHESTER COUNTY

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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SALT COST PER TON: \$66.00

TRANSPORTATION COST PER TON:\$25.00

UNIT COST SALT DELIVERED PER TON:\$91.00

0002	77545	EA	98.0000	
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ROAD MAINTENANCE SALT

ROAD MAINTENANCE SALT (SEE CLASS 192 FOR ICE REMOVAL CHEMICALS)

SOMERSET COUNTY

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

SALT COST PER TON:\$66.00

TRANSPORTATION COST PER TON:\$32.00

UNIT COST SALT DELIVERED PER TON:\$98.00

0003	77545	EA	83.0000	
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ROAD MAINTENANCE SALT

ROAD MAINTENANCE SALT (SEE CLASS 192 FOR ICE REMOVAL CHEMICALS)

WASHINGTON COUNTY

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

SALT COST PER TON:\$66.00

TRANSPORATATION COST PER TON:\$17.00

UNIT COST SALT DELIVERED PER TON:\$83.00

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ROAD MAINTENANCE SALT

ROAD MAINTENANCE SALT (SEE CLASS 192 FOR ICE REMOVAL CHEMICALS)

WICOMICO COUNTY

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

SALT COST PER TON;\$66.00

TRANSPORTATION COST PER TON:\$28.00

UNIT COST SALT DELIVERED PER TON:\$94.00

0005	77545	EA	98.0000
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ROAD MAINTENANCE SALT

ROAD MAINTENANCE SALT (SEE CLASS 192 FOR ICE REMOVAL CHEMICALS)

WORCESTER COUNTY

SODIUM CHORIDE BULK ROAD SALT (ROCK OR SOLAR SALT) HIGH
DEICING-WORCRESTER COUNTY

SALT COST PER TON;\$66.00

TRANSPORTATION COST PER TON:\$32.00

UNIT COST SALT DELIVERED PER TON:\$98.00

END OF ITEM LIST

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

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE