

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600128

PRINT DATE: 01/23/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

KEYSTONE LIME CO INC
PO BOX 278

SPRINGS, PA 15562
(814)662-2711

REFER QUESTIONS TO:

GWENDOLYN ADAMS
(410)767-7662
GWENDOLYN.ADAMS@MARYLAND.GOV

ITB:

EXPR DATE: 11/19/20
POST DATE: 11/21/19

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.

S T A T E W I D E C O N T R A C T
FOR
STONE AGGREGATE

THIS IS (4) FOUR OF (5) FIVE RENEWALS AGAINST CONTRACT 001B5400512.

THIS BPO IS ISSUED AS A RESULT OF ITB MDDGS31014056,
THE FULL TERMS OF WHICH ARE INCORPORATED AND MADE PART
OF THIS BPO.

CONTRACT TERM: NOVEMBER 20, 2019 THROUGH NOVEMBER 19, 2020, WITH
THE SAME TERMS, CONDITIONS, AND PRICE.

VENDOR: KEYSTONE LIME CO INC
VENDOR CONTACT: MELINDA F GIBSON
VENDOR NUMBER: 814 662 2711
VENDOR EMAIL: MFGIBSON@KEYSTONELIME.COM

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

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600128

PRINT DATE: 01/23/20

PAGE: 02

TERMS (cont'd):

ALL AGGREGATE STONE FURNISHED UNDER THIS CONTRACT SHALL COMPLY WITH CATEGORY 900 MATERIALS -SECTION 901- AGGREGATES, OF THE 2001 VERSION OF MARYLAND STATE HIGHWAY ADMINISTRATION (MDSHA) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS AND SUPPLEMENTAL SPECIFICATIONS AND PROVISIONS. A COPY IS AVAILABLE AT WWW.SHA.STATE.MD.US

PRICE ESCALATION:

PRIOR TO COMMENCEMENT OF SUBSEQUENT RENEWAL TERMS, THE SUCCESSFUL BIDD BIDDER MAY REQUEST AN ANNUAL PRICE ADJUSTMENT IN WRITING AT LEAST SIXTY (60) DAYS PRIOR TO THE RENEWAL DATE. IF APPROVED, THE PRICE ADJUSTMENT SHALL BECOME EFFECTIVE ON THE RENEWAL DATE AND SHALL BE FIRM AGAINST ANY INCREASE FOR ONE YEAR FROM THE EFFECTIVE DATE OF THE INCREASE, EXCEPT AS SET FORTH HEREIN.

PRICE ADJUSTMENTS FOR AGGREGATE STONE SHALL BE BASED ON THE PRODUCERS PRICE INDEX (PPI) INDEX NONMETALLIC MINERAL PRODUCTS, CONSTRUCTION SAND/GRAVEL/CRUSHED STONE (SERIES ID WPS1321 SEASONALLY ADJUSTED) FOR 100% OF THE BID PRICE, LATEST VERSIONS, AS PUBLISHED BY THE UNITED STATES DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS. A COPY IS AVAILABLE AT [HTTP://DATA.BLS.GOV/PDQ/OUTSIDE.JSP?SURVEY=WP](http://data.bls.gov/pdq/outside.jsp?survey=wp). IN THE EVENT THAT THE ABOVE INDEX IS MISSING OR DISCONTINUED, THE REPLACEMENT INDEX TO BE USED SHALL BE AGREED UPON BETWEEN THE SUCCESSFUL BIDDER AND THE STATE.

THE REQUESTED INCREASE SHALL BE EQUAL TO OR BE LOWER THAN THE PERCENTAGE INCREASE BETWEEN THE LATEST VERSIONS OF THE PPI AND THE PPI AT THE TIME OF THE BID OPENING OR THE LATEST PRICE ESCALATION (WHICHEVER IS MOST RECENT), BUT IN NO EVENT SHALL THE REQUESTED INCREASE BE BASED ON MORE THAN A TWELVE (12) MONTH DIFFERENCE IN THE PPI. PERCENTAGE INCREASE REQUESTS MAY BE TAKEN OUT TO THE SECOND DECIMAL PLACE.

IN THE EVENT THE PRODUCERS PRICE INDEX (PPI), AS DEFINED ABOVE CHANGES BY A MINIMUM OF TEN PERCENT (10%) DURING ANY CALENDAR YEAR OF THE CONTRACT TERM, THE SUCCESSFUL BIDDER MAY SUBMIT ONE REQUEST FOR AN INTERIM PRICE ADJUSTMENT PER CALENDAR YEAR OF THE CONTRACT TERM FOR CONSIDERATION BY THE STATE. THE SUCCESSFUL BIDDER SHALL REQUEST A PERMITTED INTERIM PRICE ADJUSTMENT IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE DATE OF THE PROPOSED PRICE CHANGE.

THE STATE RESERVES THE RIGHT TO DECREASE PRICING EACH TIME THE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600128

PRINT DATE: 01/23/20

PAGE: 03

TERMS (cont'd):

PRODUCER PRICE INDEX AS DEFINED WITHIN, DECREASES BY MINIMUM OF TEN PERCENT (10%) OR MORE DURING ANY CALENDAR YEAR OF THE CONTRACT TERM, AND SHALL PROVIDE THE SUCCESSFUL BIDDER 30-DAYS WRITTEN NOTICE OF SUCH DECREASE. ALL PRICES OFFERED HEREIN SHALL BE FIRM AGAINST ANY INCREASE FOR ONE (1) YEAR FROM THE EFFECTIVE DATE OF THE CONTRACT EXCEPT AS SET FORTH HEREIN.

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 OF THE LOCATION AND MAY VARY FROM THE STATED ESTIMATE.

ORDERING & DELIVERY:

ALL ORDERS WILL BE SHIPPED AND BILLED DIRECT TO EACH USING AGENCY. AGENCY AUTHORIZED BUYING AGENTS WILL BE REQUIRED TO ISSUE PURCHASE ORDERS TO THE SUCCESSFUL VENDOR FOR ALL ORDERING ACTIVITIES. PRODUCT SHALL BE SUPPLIED TO USING AGENCY WITHIN SEVEN (7) DAYS AFTER RECEIPT OF ORDER.

DELIVERY ORDERS MAY BE TO ANY LOCATION WITHIN THE COUNTY. MINIMUM ORDERING AMOUNTS FOR DELIVERY SHALL BE 18 TONS.

DELIVERIES SHALL ONLY BE ACCEPTED MONDAY THROUGH FRIDAY FROM 7:30 A.M. - 3:00 P.M. ALL DELIVERIES SHALL BE PRE-SCHEDULED. THE SUCCESSFUL BIDDER SHALL SUPPLY THE USING AGENCY 24-HOUR NOTIFICATION FOR DELIVERIES OF MATERIALS.

WHEN MATERIAL IS DELIVERED TO DESTINATION, THE SUCCESSFUL BIDDER'S REPRESENTATIVE (TRUCK DRIVER) SHALL REPORT TO THE USING AGENCY'S REPRESENTATIVE WHO WILL INSPECT THE LOAD BEFORE DUMPING SAME. THE USING AGENCY REPRESENTATIVE SHALL SIGN FOR DELIVERY TICKETS. DELIVERY TICKETS SHALL INCLUDE CERTIFIED SCALE TICKETS ATTACHED SHOWING GROSS, TARE, AND NETS WEIGHT OF EACH SHIPMENT. NO LOADS SHALL BE DUMPED UNTIL DRIVER SECURES PERMISSION FROM THE USING AGENCY'S REPRESENTATIVE.

THE VENDOR SHALL FURNISH THE USING AGENCY WITH ITEMIZED INVOICES WITHIN FIFTEEN (15) DAYS AFTER DELIVERY/PICKUP OF MATERIAL.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600128

PRINT DATE: 01/23/20

PAGE: 04

TERMS (cont'd):

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:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR 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 NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

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

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

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 NOT 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 (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600128

PRINT DATE: 01/23/20

PAGE: 05

TERMS (cont'd):

CONTRACTOR BEARS THE RISK OF DETERMING 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.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN THIRTY (30) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM, AGENCY IDENTIFICATION AND THE CONTRACT TOTAL TO DGSSTATEWIDEUSAGESREPORT@MARYLAND.GOV.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	75035	EA	17.1800		
CRUSHED STONE CR6 STONE DELIVERY COST \$17.18/TON GARRETT COUNTY					
0002	75035	EA	19.8600		
CRUSHED STONE #2 STONE DELIVERY COST 19.86/TON GARRETT COUNTY					
0003	75035	EA	20.9400		
CRUSHED STONE #57 STONE DELIVERY 20.94/TON GARRETT COUNTY					

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600128

PRINT DATE: 01/23/20

PAGE: 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
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0004	75035	EA	26.3000		
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CRUSHED STONE
#7 STONE DELIVERY COST \$26.30/TON
GARRETT COUNTY

0005	75035	EA	21.4700		
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CRUSHED STONE
#67 STONE DELIVERY COST \$21.47/TON
GARRETT COUNTY

0006	75035	EA	20.6700		
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CRUSHED STONE
CLASS 1 RIPRAP DELIVERY COST \$20.67/TON
GARRETT COUNTY

0007	75035	EA	25.7700		
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CRUSHED STONE
CLASS 2 RIPRAP DELIVERY COST \$25.77/ TON
GARRETT COUNTY

0008	75035	EA	25.7700		
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CRUSHED STONE
CLASS 3 RIPRAP DELIVERY COST \$25.77/TON
GARRETT COUNTY

0009	75035	EA	16.6400		
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CRUSHED STONE
BSC DIRTY CRUSHER RUN DEILVERY COST \$16.64/TON
GARRETT COUNTY

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600128

PRINT DATE: 01/23/20

PAGE: 07

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0012	75035-212121	EA	26.3000	
CRUSHED STONE				
ANTI-SKID DUST DELIVERY COST \$26.30				
GARRETT COUNTY				
0013	75035-212121	EA	19.3300	
CRUSHED STONE				
ANTI-SKID DUST PICK-UP COST \$19.33/TON				
GARRETT COUNTY				
0014	75035	EA	9.6600	
CRUSHED STONE				
BSC DIRTY CRUSHER RUN PICK-UP COST \$9.66/TON				
0015	75035	EA	15.8400	
CRUSHED STONE				
CLASS 3 RIPRAP PICK-UP COST \$15.84/TON				
GARRETT COUNTY				
0016	75035	EA	15.8400	
CRUSHED STONE				
CLASS 2 RIPRAP PICK-UP COST \$15.84/TON				
GARRETT COUNTY				
0017	75035	EA	12.8800	
CRUSHED STONE				
CLASS 1 RIPRAP PICK-UP COST \$12.88/TON				
GARRETT COUNTY				

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600128

PRINT DATE: 01/23/20

PAGE: 08

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
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0018	75035	EA	14.4900		
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CRUSHED STONE
#67 STONE PICK-UP COST \$14.49/TON
GARRETT COUNTY

0019	75035	EA	19.3300		
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CRUSHED STONE
#7 STONE PICK-UP COST \$19.33/TON
GARRETT COUNTY

0020	75035	EA	13.9600		
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CRUSHED STONE
#57 STONE PICK-UP \$13.96/TON
GARRETT COUNTY

0021	75035	EA	12.8000		
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CRUSHED STONE
#2 STONE PICK-UP COST \$12.80/TON
GARRETT COUNTY

0022	75035	EA	10.2000		
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CRUSHED STONE
CR6 PICK-UP COST \$10.20/TON
GARRETT COUNTY

END OF ITEM LIST

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

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE