

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400071

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TERMS (cont'd):

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 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 PRODUCER PRICE INDEX AS DEFINED WITHIN, DECREASES BY MINIMUM

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TERMS (cont'd):

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.

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TERMS (cont'd):

STATWIDE CONTRACT

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. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM

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TERMS (cont'd):

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.

A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES IN EXCEL SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER
IRIS.LESTER@MARYLAND.GOV
ELECTRONIC PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE 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 CONTRACTS UNIT PRICES

2.

THE 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 MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER AND THE ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV

3.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT 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, WHICH EVER IS HIGHER.

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0024	75035	EA	11.0000		
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CRUSHED STONE
CR6 PICK-UP COST \$11.00/TON
ALLEGHANY COUNTY

0025	75035	EA	21.5000		
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CRUSHED STONE
#2 STONE DELIVERY COST \$21.50/TON
ALLEGANY COUNTY

0026	75035	EA	15.0000		
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CRUSHED STONE
#2 STONE PICK-UP COST \$15.00
ALLEGANY COUNTY

0027	75035	EA	21.5000		
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CRUSHED STONE
#57 STONE DELIVERY COST \$21.50
ALLEGANY COUNTY

0028	75035	EA	15.0000		
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CRUSHED STONE
#57 STONE PICK-UP COST \$15.00
ALLEGANY COUNTY

0029	75035	EA	21.5000		
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CRUSHED STONE
#7 STONE DELIVERY COST \$21.50
ALLEGANY 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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0030	75035	EA	15.0000		
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CRUSHED STONE
#7 STONE PICK-UP COST \$15.00/TON
ALLEGANY COUNTY

0031	75035	EA	21.5000		
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CRUSHED STONE
#67 STONE DELIVERY COST \$21.50/TON
ALLEGANY COUNTY

0032	75035	EA	15.0000		
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CRUSHED STONE
#67 STONE PICK-UP COST \$15.00
ALLEGANY COUNTY

0033	75035	EA	24.0500		
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CRUSHED STONE
CLASS 1 RIPRAP DELIVERY COST \$24.05/TON
ALLEGANY COUNTY

0034	75035	EA	16.1000		
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CRUSHED STONE
CLASS 1 RIPRAP PICK-UP COST \$16.10
ALLEGANY COUNTY

0035	75035	EA	24.5500		
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CRUSHED STONE
CLASS 2 RIPRAP DELIVERY COST \$24.55/TON
ALLEGANY COUNTY

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0036	75035	EA	16.6000		
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CRUSHED STONE
CLASS 2 RIPRAP PICK-UP COST \$16.60
ALLEGANY COUNTY

0037	75035	EA	25.0500		
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CRUSHED STONE
CLASS 3 RIPRAP DELIVERY COST \$25.05/TON
ALLEGANY COUNTY

0038	75035	EA	17.1000		
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CRUSHED STONE
CLASS 3 RIPRAP PICK-UPY COST \$17.10/TON
ALLEGANY COUNTY

0039	75035	EA	16.5000		
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CRUSHED STONE
BSC DIRTY CRUSHER RUN DELIVERY COST \$16.50/TON
ALLEGANY COUNTY

0040	75035	EA	10.0000		
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CRUSHED STONE
BSC DIRTY CRUSHER RUN PICK-UP COST \$10.00/TON
ALLEGANY COUNTY

0041	75035-212121	EA	21.5000		
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CRUSHED STONE
ANTI-SKID DUST DELIVERY COST \$21.50/TON
ALLEGANY COUNTY

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0042	75035-212121	EA	15.0000		
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CRUSHED STONE

ANTI-SKID DUST PICK-UP COST \$15.00/TON
ALLEGANY COUNTY

0043	75035	EA	21.5000		
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CRUSHED STONE
CR6 DELIVERY COST \$21.50/TON
WASHINGTON COUNTY

0044	75035	EA	11.0000		
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CRUSHED STONE
CR6 PICK-UP COST \$11.00/TON
WASHINGTON COUNTY

0045	75035	EA	25.5000		
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CRUSHED STONE
#2 STONE DELIVERY COST \$25.50/TON
WASHINGTON COUNTY

0046	75035	EA	15.0000		
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CRUSHED STONE
#2 STONE PICK-UP COST \$15.00/TON
WASHINGTON COUNTY

0047	75035	EA	25.5000		
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CRUSHED STONE
#57 STONE DELIVERY COST \$25.50/TON
WASHINGTON COUNTY

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0048	75035	EA	15.0000		
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CRUSHED STONE
#57 STONE PICK-UP COST \$15.00/TON
WASHINGTON COUNTY

0049	75035	EA	25.5000		
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CRUSHED STONE
#7 STONE DELIVERY COST \$25.50/TON
WASHINGTON COUNTY

0050	75035	EA	15.0000		
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CRUSHED STONE
#7 STONE PICK-UP COST \$15.00/TON
WASHINGTON COUNTY

0051	75035	EA	25.5000		
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CRUSHED STONE
#67 STONE DELIVERY COST \$25.50/TON
WASHINGTON COUNTY

0052	75035	EA	15.0000		
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CRUSHED STONE
#67 STONE PICK-UP COST \$15.00/TON
WASHINGTON COUNTY

0053	75035	EA	26.6000		
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CRUSHED STONE
CLAS 1 RIPRAP DELIVERY COST 26.60/TON
WASHINGTON COUNTY

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0054	75035	EA	16.1000	
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CRUSHED STONE
CLASS 1 RIPRAP PICK-UP COST 16.10/TON
WASHINGTON COUNTY

0055	75035	EA	30.7000	
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CRUSHED STONE
CLASS 2 RIPRAP DELIVERY COST 30.70 /TON
WASHINGTON COUNTY

0056	75035	EA	16.6000	
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CRUSHED STONE
CLASS 2 RIPRAP PICK-UP COST 16.60/TON
WASHINGTON COUNTY

0057	75035	EA	31.2000	
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CRUSHED STONE
CLASS 3 RIPRAP DELIVERY COST 31.20/TON
WASHINGTON COUNTY

0058	75035	EA	17.1000	
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CRUSHED STONE
CLASS 3 RIPRAP PICK-UP COST \$17.10/TON
WASHINGTON COUNTY

0059	75035	EA	20.5000	
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CRUSHED STONE
BSC DIRTY CRUSHER RUN DELIVERY COST 20.50/TON
WASHINGTON COUNTY

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0060	75035	EA	10.0000	
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CRUSHED STONE
BSC DIRTY CRUSHER RUN PICK-UP COST 10.00/TON
WASHINGTON COUNTY

0061	75035	EA	25.5000	
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CRUSHED STONE
ANTI-SKID DUST DELIVERY COST 25.50/TON
WASHINGTON COUNTY

0062	75035	EA	15.0000	
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CRUSHED STONE
ANTI-SKID DUST PICK-UP COST 15.00/TON
WASHINGTON COUNTY

END OF ITEM LIST

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID.
THE AWARD WILL BE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER
(BASIS FOR AWARD).

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

C O N T R A C T

AVAILABLE TO:	DESIGNATED AGENCY ONLY ()
	ALL STATE OF MARYLAND AGENCIES (X)
	STATE AGENCIES AND POLITICAL SUBDIVISIONS (X)

ORIGINAL: 001B5400215
1ST RENEWAL: 001B7400132
2ND RENEWAL: 001B8400071

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE