

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B2600037

PRINT DATE: 08/18/21

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

MORTON SALT INC
123 N WACKER DRIVE
25TH FLOOR
CHICAGO, IL
(312)807-2737

60606

REFER QUESTIONS TO:

MILTON FERGUSON
(410)767-4612
ALEX.FERGUSON@MARYLAND.GOV

ITB:

EXPR DATE: 09/30/22
POST DATE: 08/17/21

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.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 TO BE USED IN *
* ANNE ARUNDEL, CALVERT, CAROLINE, CHARLES, KENT, *
* ST.MARY'S, AND TALBOT COUNTIES*

THIS IS A STATEWIDE CONTRACT AND MAY BE USED BY ALL STATE AGENCIES, COUNTIES, MUNICIPALITIES, AND OTHER ELIGIBLE ENTITIES.
THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS.

CONTRACT TERM: OCTOBER 1, 2021 THRU SEPTEMBER 30, 2022, UNDER THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

OPTION TO RENEW: THE CONTRACT MAY BE UNILATERALLY EXTENDED FOR (1) ONE ADDITIONAL (1) ONE YEAR PERIOD AT THE SAME TERMS AND CONDITIONS.

OPTION YEAR 2: OCTOBER 1, 2022- SEPTEMBER 29, 2023

MARYLAND LAW PREVAILS:
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

ORDERING
CUSTOMER SERVICE
855-665-4540
VENDOR EMAIL ADDRESS:

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TERMS (cont'd):

BUYROADSALT@MORTONSALT.COM
CONTRACT CONTACT: ANDREW LORENZINI
TELEPHONE : 312-807-2859
EMAIL: ALORENZINI@MORTONSALT.COM

EMERGENCY CONTACT : BOB GEORGE
TELEPHONE: 607-759-4324
EMERGENCY: RGEORGE@MORTONSALT.COM
STATE OF MARYLAND
PROCUREMENT OFFICER: ALEX.FERGUSON (410) 767-4612
ALEX.FERGUSON@MARYLAND.GOV

SCOPE OF CONTRACT:
REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND
USING AUTHORITIES WITH THEIR NEEDS FOR ROAD SALT.

CONTRACT REQUIREMENTS:
QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY
MINIMUM OR MAXIMUM GUARANTEE.

PRICE ESCALATION:

FOR EACH OPTION YEAR, THE CONTRACTOR MAY REQUEST AN INCREASE OF
THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE
SUBMITTED WITHIN EIGHT (8) WEEKS OF THE ANNIVERSARY DATE OF THE
CONTRACT.

THE INCREASE IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS
DETERMINED BY THE (APPROPRIATE INDEX AND LINK). FOR EXAMPLE:
PPI FOUND AT WWW.BLS.GOV/PPI/.COM . USE THE MOST RECENT FINAL INDEX
AVAILABLE ON THE WEBSITE AT THE TIME OF THE REQUEST.
ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS WILL REMAIN THE SAME.

ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE
CONSIDERED FOR TWELVE (12) MONTHS. SUBSEQUENT INCREASES WILL BE BASED
ON THE FINAL INDEX VALUE USED ON THE PRECEDING ADJUSTMENT AND THE MOST
RECENT FINAL INDEX VALUE AVAILABLE ON THE BLS WEBSITE AT THE TIME OF
THE CURRENT REQUEST. THE STATE RESERVES THE RIGHT NOT TO ALLOW A
PRICE INCREASE.

THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE
CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED

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CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH (5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS, SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION. INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON NOTIFICATION.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

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 THAT THE CONTRACTOR HAS INCURRED UP TO THE DATE OF TERMINATION.

HOWEVER, THE CONTRACTOR SHALL NOT BE REIMBURSED FOR ANY ANTICIPATORY 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).

ESTIMATED SALT USAGE:

THE SHA GUARANTEES TO ACCEPT AT LEAST 10% OF ITS ESTIMATED AVERAGE USAGE IN EACH OF ITS COUNTIES. ESTIMATED TOTALS ARE AS FOLLOWS:

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TERMS (cont'd):

ANNE ANRUNDEL ESITMATED TONS USED
ANNAPOLIS GLEN BURNIE
12473 11111
CAROLINE COUNTY
7290

CHARLES COUNTY
8366

ST. MARY'S COUNTY
7825
CALVERT COUNTY
6981

TALBOT COUNTY
6150

KENT
5548

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 WITHIN THE SHOP'S AREA OF RESPONSIBILITY. 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 SCOTT SIMONS AT CROBINSON@SHA.STATE.MD.US AND SCOTT SIMONS AT SSIMONS@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

SHA MAINTENANCE SHOP CONTACTS

TO ASSURE GOOD COMMUNICATION, SHA WILL PROVIDE THE VENDOR WITH A LISTING OF SHA'S SHOPS ALONG WITH A CONTACT NAME AND PHONE NUMBER. MATERIALS:

SODIUM CHLORIDE (ROCK OR SOLAR SALT) OFFERED SHALL MEET ALL OF 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

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TERMS (cont'd):

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 TEST 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://WWW.ROADS.MARYLAND.GOV/INDEX.ASPX?PAGEID=44](http://www.roads.maryland.gov/index.aspx?pageid=44)

CUSTOMER PICKUP:

SHA HAS IDENTIFIED ON ATTACHMENT "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

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TERMS (cont'd):

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 A 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 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

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TERMS (cont'd):

TOGETHER TO MEET SHA'S DELIVERY REQUIREMENTS DURING PERIODS OF
OF MINIMAL WINTER STORM ACTIVITY IN ORDER TO MINIMIZE THE OCCURRENCE
OF SALT SHORTAGE DURING PERIODS OF BACK-TO-BACK STORMS.
ELECTRONIC TRANSACTION FEE:

- A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE
STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT
SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL
SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS.
THE ELECTRONIC TRANSACTION 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 TRANSACTION 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 BE EMAILED TO: DGS.STATEWIDECONTRACTSUSUAGEREPORT@MARYLAND.
GOV.
- C. FAILURE TO REMIT TRANSACTION 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
TRANSACTION FEE.

REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM
ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO
ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.
AYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO
LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM
THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS
PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE
AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE
PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO
REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.
ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER

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APPLIES TO CONTRACTS OF OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER.

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

BPO/PO AS CONTRACT:

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200,000. THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT820885/ MDDGS31039583 INCORPORATED

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	77545-750512	TN	66.1100

SODIUM CHLORIDE (SOLAR SALT) HIGHWAY DEICING. (MD-SHA ANNE ARUNDEL COUNTY)

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

SALT COST PER TON: \$58.21

TRANSPORTATION COST PER TON:\$7.90

UNIT COST SALT DELIVERED PER TON:\$66.11

0002	77545-750513	TN	75.1900
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SODIUM CHLORIDE (SOLAR SALT) HIGHWAY DEICING. CALVERT COUNTY

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

SALT COST PER TON: \$58.52

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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TRANSPORTATION COST PER TON:\$16.67

UNIT COST SALT DELIVERED PER TON:\$75.19

0003	77545-750505	TN	78.5300
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SODIUM CHLORIDE (SOLAR SALT) HIGHWAY DEICING. (MD-SHA CAROLINE COUNTY)

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

SALT COST PER TON: \$58.63

TRANSPORTATION COST PER TON: \$19.90

UNIT COST SALT DELIVERED PER TON: \$78.53

0004	77545-750514	TN	75.3400
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SODIUM CHLORIDE (SOLAR SALT) HIGHWAY DEICING. (MD-SHA CHARLES COUNTY)

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

SALT COST PER TON: \$58.52

TRANSPORTATION COST PER TON: \$16.82

UNIT COST SALT DELIVERED PER TON: \$75.34

0005	77545-750506	TN	79.6100
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SODIUM CHLORIDE (SOLAR SALT) HIGHWAY DEICING. (MD-SHA KENT COUNTY)

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

SALT COST PER TON: \$58.66

TRANSPORTATION COST PER TON: \$20.95

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UNIT COST SALT DELIVERED PER TON:\$79.61

0006	77545-750515	TN	81.5500
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SODIUM CHLORIDE (SOLAR SALT) HIGHWAY DEICING. (MD-SHA ST. MARY'S COUNTY)

SODIUM CHLORIDE BULK ROAD SALT (ROCK OR SOLAR SALT) HIGHWAY DEICING -
ST. MARY'S COUNTY

SALT COST PER TON: \$58.73

TRANSPORTATION COST PER TON:\$22.82

UNIT COST SALT DELIVERED PER TON:\$81.55

0007	77545-750508	TN	75.6600
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SODIUM CHLORIDE (SOLAR SALT) HIGHWAY DEICING. (MD-SHA TALBOT COUNTY)

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

SALT COST PER TON: \$58.53

TRANSPORTATION COST PER TON: \$17.13

UNIT COST SALT DELIVERED PER TON:\$75.66

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE