BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B2400236 **PRINT DATE:** 10/19/11 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1300322840
MID ATLANTIC SALT LLC
PO BOX 353

LYNDORA, PA 16045
(724)287-0770

REFER QUESTIONS TO:

WALTER JOHNSON
(410)767-4605
WALTER.JOHNSON@DGS.STATE.MD.US

ITB: 001IT818580	**EXPR DATE:** 08/31/13 **POST DATE:** 10/19/11	**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.

VENDOR TELEPHONE NUMBER: (866) 334-2464

****
STATEWIDE CONTRACT
FOR
BULK ROAD SALT HIGHWAY DEICING
****

CONTRACT SCOPE: REQUIREMENTS OF THE CONTRACT ARE FOR SUPPLYING THE STATE OF MARYLAND AND USING LOCAL AUTHORITIES WITH THEIR NEED FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

CONTRACT PERIOD: TERM OF THE CONTRACT WILL BE DATE OF AWARD THRU AUGUST 31, 2013 (2 YEARS) WITH AN OPTION TO EXTEND FOR ONE ADDITIONAL YEAR.

PRICE ADJUSTMENT CLAUSE: THE PRICE ADJUSTMENT FOR THE RENEWAL SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE VENDORS. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS.

BASIS OF AWARD: THE AWARD WAS MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER ON A LINE ITEM BASIS OR AS DETERMINED BY THE PROCUREMENT OFFICER IN THE BEST INTEREST OF THE STATE OF MARYLAND.

FUEL PRICE SURCHARGE: THIS SURCHARGE WILL REMAIN INDEPENDENT FROM THE BASE RATES AND WILL BE SHOWN AS A SEPARATE ENTRY ON THE FREIGHT

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BILLS. THE FIGURE USED FOR COST PER GALLON IS SPECIFIC FOR THE CENTRAL ATLANTIC REGION AS ESTABLISHED BY STATE HIGHWAY ADMINISTRATION FOR THAT WEEK.

ORDERING: THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND OR ITS USERS TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THROUGH THE CONTRACT PERIOD. ORDERS AS REQUIRED WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITIES BY ISSUING A PURCHASE ORDER. USING AGENCY SHALL PROVIDE AT MINIMUM THE BPO#, SHIP TO /BILL TO ADDRESS, CONTACT NAME AND PHONE NUMBER. NOTE: THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT WITHIN THE PROCUREMENT OFFICERS CARD LIMITATION OF $5,000.00.

LIQUIDATED DAMAGES: PER SPECIFICATIONS IN ADDITION TO ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO THE STATE, AND THEY AGREE THAT IN THE EVENT OF ANY SUCH DELAY, THE AWARDED CONTRACTOR SHALL PAY SUCH AMOUNT AS LIQUIDATED DAMAGES. LIQUDATED DAMAGES MAY BE DEDUCTED FROM ANY MONIES PAYABLE TO THE AWARDED CONTRACTOR OR AGENCY MAY BILL THE AWARDED CONTRACTOR AS A SEPARATE ITEM. LIQUDATED DAMAGES MAY BE PLACED ON THE CONTRACTOR BY THE END USER ONLY AFTER CONSULTATION WITH THE CONTRACTOR AND DEPARTMENT OF GENERAL SERVICES.

BILLING: THE STATE AND LOCAL GOVERNMENT AGENCIES INVOLVED WILL AUTHORIZED A PROCESS FOR PAYMENT FOR EACH INVOICE WITHIN NET THIRTY (30) DAYS AFTER THE DATE OF RECEIPT OF GOODS. THE SUCCESSFUL VENDOR IS REQUIRED TO "BILL AS SHIPPED" TO THE RESPECTIVE ORDERING AGENCY(S) THE VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF A COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT. NO PAYMENT WILL BE MADE UNLESS A DELIVERY TICKET IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE USING AGENCY AND IS ACCOMPANIED BY A CERTIFIED WEIGHT SLIP.

INSURANCE PROVISION: THE VENDOR SHALL AT ALL TIMES MAINTAIN AND KEEP IN FORCE SUCH INSURANCE AS COMPENSATION, LIABILITY AND PROPERTY DAMAGES AS WILL PROTECT HIM FROM CLAIMS UNDER WORKMEN'S COMPENSATION ACTS AND ALSO SUCH INSURANCE AS WILL PROTECT HIM AND THE PARTICIPATING JURISDICTIONS FROM ANY OTHER CLAIMS FOR DAMAGES FOR PERSONAL INJURY, INCLUDING DEATH AS WELL AS FROM CLAIMS FROM OPERATIONS UNDER THIS CONTRACT, WHETHER SUCH OPERATIONS BY THE VENDOR OR BY ANY SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM.

SUBCONTRACTOR COMPLIANCE: THE STATE OF MARYLAND RESERVES THE RIGHT TO REQUIRE THAT THE CONTRACTOR REPLACE ANY SUB-CONTRACTOR HAULER IF THAT SUB-CONTRACTOR'S PERFORMANCE HAS BECOME UNSATISFACTORY TO THE STATE, THE USING AUTHORITIES AND/OR ARE IN VIOLATION OF ANY FEDERAL, STATE,

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AND COUNTY LAWS OR REGULATIONS. THE VENDOR'S DELIVERY SERVICE TO THE VARIOUS LOCATIONS SHALL NOT BE IMPEDED WHILE THEY ARE REPLACING THE TERMINATED SUB-CONTRACTOR.

ANTI-CAKING AGENT: THE SODIUM CHLORIDE BULK SALT SHALL BE TREATED WITH AN ANTI-CAKING AGENT IN SUFFICIENT QUANTITY TO PREVENT CAKING DURING STORAGE. TREATMENT MUST BE AT THE SOURCE OF SUPPLY AND UNIFORMLY DISTRIBUTED.

HOMELAND SECURITY CLAUSE: THE U.S. CONGRESS HAS ENACTED THE MARITIME TRANSPORTATION SECURITY ACT, WHICH MANDATES THE USE OF TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC) FOR ENTRY ONTO MARINE TERMINALS, INCLUDING THOSE OPERATED BY THE MARYLAND PORT ADMIN. OR OTHER STATE TRANSPORTATION LOCATIONS, UNDER A PROGRAM THAT THE TRANSPORTATION SECURITY ADMINISTRATION (TSA) AND U.S. COAST GUARD ADMINISTER. IF YOUR COMPANY IS AWARDED A CONTRACT ISSUED BY THE MARYLAND DEPARTMENT OF GENERAL SERVICES (DGS) UNDER WHICH OTHER STATE OF MARYLAND AGENCIES ARE ENTITLED TO PURCHASE, YOUR CONTRACT WITH DGS REQUIRES THAT YOU AND YOUR SUBCONTRACTOR COMPLY WITH ALL APPLICABLE LAWS, WHICH INCLUDE FOR GOODS OR SERVICES ORDERED BY MPA UNDER THE DGS CONTRACT LAWS GOVERNING THE (TWIC PROGRAM).

THEREFORE, UNDER YOUR CONTRACT WITH DGS YOUR COMPANY IS RESPONSIBLE AT NO COST TO MPA OR OTHER STATE TRANSPORTATION LOCATIONS FOR TWIC PROGRAM COMPLIANCE BY YOUR COMPANY'S EMPLOYEES AS WELL AS THOSE OF AND YOUR SUBCONTRACTORS AND SUPPLIERS. THE INABILITY OF ANY INDIVIDUAL TO GAIN ENTRY TO AN MPA TERMINAL OR OTHER STATE TRANSPORTATION LOCATION IN ORDER TO PERFORM THE CONTRACT WILL NOT EXCSUE A FAILURE TO PERFORM. FAILURE TO PERFORM THE CONTRACT DUE TO THE LACK OF A (TWIC) WILL CONSTITUTE A DEFAULT SUBJECT TO RECOVERY OF DAMAGES BY (MPA) OR OTHER STATE TRANSPORTATION LOCATIONS AND POSSIBLE TERMINATION OF THE CONTRACT FOR DEFAULT. ADDITIONALLY, IF OPERATIONS AT TERMINALS ARE DISRUPTED (FOR EXAMPLE, IF DELAYS OCCUR AT TERMINAL GATES) DUE TO A FAILURE OF AN INDIVIDUAL ACTING IN THE PERFORMANCE OF THE CONTRACT TO PRESENT A (TWIC) WHEN REQUIRED, MPA MAY CONSIDER IT A BREACH OF THE CONTRACT. FOR ANSWERS TO QUESTIONS RELATING TO (TWIC) AND (MPA) SECURITY DEPARTMENT AT (410) 633-1150.

MANDATORY USAGE REPORT: UNDER THE TERMS OF THE CONTRACT, EVERY NINETY (90) DAYS BEGINNING WITH THE "START DATE" A USAGE REPORT SHALL BE SUBMITTED TO DGS. THE REPORT SHALL CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEM DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT AND END WITH GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET,

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ROOM M-3, BALTIMORE, MARYLAND 21201, ATTN: WALTER JOHNSON. YOU MAY FAX THE REPORT TO (410) 333-7022. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY. FURTHERMORE, THE VENDOR MAY BE PRECLUDED FROM BIDDING ON ANY FUTURE REQUIREMENTS.

DRUG COMPLIANCE: THE CONTRACT WARRANTS THAT THE CONTRACTOR WILL COMPLY WITH COMAR 21.11.08. DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR WILL REMAIN IN COMPLIANCE THROUGHOUT THE TERMS OF THIS PURCHASE ORDER.

ADDITIONAL USER CLAUSE: PURSUANT TO ARTICLE 41, SECTION 18-291 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN THE (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIERS 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)
5. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT;
   (I). EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATIN OF INDEPENDENT SCHOOL, 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 ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL SHALL BE ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES TO ANY STATUTORY OR CHARTER PROVISION. AL 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 OF 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 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.

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TAXES: 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.

CONTRACT ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT FOR THE DURATION BY SUBMITTAL OF A BID OR UNLESS OTHERWISE CANCELED BY THE DEPARTMENT OF GENERAL SERVICES (DGS) WHERE NO CLARIFICATION TO PARTS OF THIS SOLICITATION IS PROVIDED SHA TERMS AND CONDITIONS TAKE PRECEDENCE.

DELIVERY: DELIVERY SHALL BE COMPLETED WITHIN EIGHT (8) CALENDAR DAYS DURING NORMAL PERIODS AND FIVE (5) CALENDAR DAYS FOR HIGH PERIODS AFTER RECEIPT OF ORDER FROM ALL USERS. DELIVERY WILL BE ALLOWED DURING THE WEEKENDS AND HOLIDAYS ONLY IF THE CONTRACTOR AND THE ORDERING AGENCY MUTUALLY AGREE WITH NO ADDITIONAL RENUMERATION. ROAD SALT MUST BE DELIVERED IN COVERED TRUCKS THAT HAVE UNDERGONE A THOROUGH CLEANING OF THE TRUCK BED. IN THE EVENT THE AUTHORIZED REPRESENTATIVE DETERMINES AT THE DELIVERY POINT THAT THE LOAD IS CONTAMINATED DUE TO A DIRTY VEHICLE THE SHIPMENT WILL BE REJECTED AND COST OF CLEANUP AND/OR REPLACEMENT COST TO BE BORNE BY THE SUPPLIER.

WEIGHT VERIFICATION: ALL DELIVERIES MAY BE SUBJECT TO A RANDOM WEIGHT VERIFICATION BY THE MD STATE POLICE AT THE DELIVERY SITE AND ELSEWHERE. ALL DELIVERIES FOUND TO BE ABOVE GVW LIMITATIONS WILL ONLY BE ALLOWED UPON DECLARED EMERGENCY BY THE GOVERNOR OF MARYLAND AND BROADCAST BY THE MARYLAND EMERGENCY MANAGEMENT AGENCY (MEMA).

WILL CALL PICKUP: THE STATE OF MARYLAND AND AUTHORIZED USERS RESERVE THE RIGHT TO PICKUP MATERIAL FROM THE VENDOR AUTHORIZED FACILITY LOCATION(S) WITH THEIR OWN TRUCKS WITHIN NORMAL WORKING HOURS (MONDAY THRU FRIDAY, 7:30 AM - 3:30 PM). DURING PERIODS OF CRITICAL NEED CUSTOMER PICKUP WILL BE AVAILABLE TO SHA AND OTHER USERS 24 HRS PER DAY, 7 DAYS PER WEEK. PICKUP WILL BE BY SHA AND/OR SHA CONTRACTED VEHICLES AND OTHER USERS AUTHORIZED VEHICLES. STATE OR MUNICIPAL DUMP TRUCKS WITH TEN (10) TON MINIMUM CAPACITY SHALL ONLY BE USED.

ADDRESS OF PICKUP POINT	PRICE PER TON PICKUP BY AGENCY
RUKERT TERMINAL 2021 SOUTH CLINTON STREET BALTIMORE, MD 21224	$69.00

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FORCE MAJEURE: NEITHER THE CONTRACTOR OR THE ORDERING AGENCY SHALL BE HELD LIABLE FOR NON-PERFORMANCE UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT DUE TO, BUT NOT LIMITED TO, GOVERNMENT RESTRICTION, STRIKE, FLOOD, FIRE, OR UNFORSEEN CATASTROPHE BEYOND EITHER PARTIES CONTROL. EACH PARTY SHALL NOTIFY THE OTHER IN WRITING OF ANY SITUATION THAT MAY PREVENT OR LIMIT PERFORMANCE UNDER THE TERMS AND CONDITIONS OF THIS CONTRACT.

OPEN MARKET CLAUSE: IF THE SUCCESSFUL VENDOR IS UNABLE TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT AWARD, THE CONTRACT MAY BE CANCELED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE PRODUCT SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT. NOTE: IF THE SUCCESSFUL VENDOR IS UNABLE TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF ANY RESULTING CONTRACT AWARD THE VENDORS CONTACT PERSON MUST NOTIFY THE STATE HIGHWAY LIAISON (410) 582-5576 AND THE DGS CONTRACT OFFICER (410) 767-4605 IMMEDIATELY.

LINE #	STATE ITEM ID	U/M	UNIT COST
0001	77545-750508	TN	62.2200

SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (MD-SHA TALBOT COUNTY)

SALT COST PER TON: $51.75 .

TRANSPORTATION COST PER TON: $10.47

UNIT COST SALT DELIVERED PER TON: $62.22

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LINE #	STATE ITEM ID	U/M	UNIT COST
0002	77545-750526	TN	57.5800

SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (MARYLAND TRANSPORTATION AUTHORITY DOMES (MDTA) ANNAPOLIS ANNE ARUNDEL COUNTY

SALT COST PER TON: $51.25

TRANSPORTATION COST PER TON: $6.33

UNIT COST SALT DELIVERED PER TON: $57.58

0003	77545-750515	TN	63.1800

SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (ST. MARY'S COUNTY GOVERNMENT)

SALT COST PER TON: $51.25

TRANSPORTATION COST PER TON: $11.93

UNIT COST SALT DELIVERED PER TON: $63.18

0004	77545-750156	TN	58.7900

SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING MTA DOME GLEN BURNIE ANNE ARUNDEL COUNTY

SALT COST PER TON: $53.75

TRANSPORTATION COST PER TON: $5.04

UNIT COST SALT DELIVERED PER TON: $58.79

0005	77545-750108	TN	59.3100

SODIUM CHLORIDE BULK ROAD SALT HIGHWAY DEICING (TOWN OF ELKTON GOVERNMENT CECIL COUNTY)

SALT COST PER TON: $51.25

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LINE #	STATE ITEM ID	U/M	UNIT COST

TRANSPORTATION COST PER TON: $8.06

UNIT COST SALT DELIVERED PER TON: $59.31

END OF ITEM LIST

STATE VENDOR FEDERAL TAX IDENTIFICATION NUMBER: 30-0322840

STATE VENDOR NUMBER FOR PLACING ORDERS: (866) 334-2464

STATE VENDOR CONTACT PERSON: LESLIE E. GEORGE

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NAME

10/19/11
DATE

FMIS-5 (4/96)