BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B3400207 **PRINT DATE:** 04/16/13 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1520895251
G E FRISCO CO INC
2 SE CRAIN HWY

UPPER MARLBORO, MD 20774
(301)249-5100

REFER QUESTIONS TO:

LEAH HINSON
(410)767-4632
LEAH.HINSON@DGS.STATE.MD.US

ITB: 001IT818871

EXPR DATE: 10/31/14
POST DATE: 10/17/12

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 671,232.08

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.

****

AMENDMENT NO. 1: A PRICE INCREASE HAS BEEN ADDED TO THIS CONTRACT, EFFECTIVE 4/16/13.

****

VENDOR TELEPHONE NUMBER: (301) 249-5100

****

AGENCY CONTRACT
FOR
TREATED LUMBER

****

A DESIGNATED AGENCY ONLY: STATE HIGHWAY ADMINISTRATION

CONTRACT SCOPE: TO SUPPLY THE AGENCY WITH ITS NEEDS FOR VARIOUS SIZES OF TREATED YELLOW PINE LUMBER TO VARIOUS LOCATIONS THROUGHOUT THE STATE.

CONTRACT PERIOD: DATE OF AWARD THRU OCTOBER 31,2014 (2 YEARS). THE CONTRACT HAS AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR UPON WRITTEN CONSENT WITH THE USING AGENCY, THE VENDOR AND THE DEPARTMENT OF GENERAL SERVICES.

ORDER PROCEDURE: AGENCY SHALL ISSUE A PURCHASE ORDER TO THE VENDOR FOR INVENTORY COMMODITIES COVERED BY THIS CONTRACT. THE MINIMUM OFFER FROM THIS SOLICITATION SHALL BE FIFTY (50) EACH POST (ALL

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TERMS (cont'd):

SIZES) TO COY ONE LOCATION. ALL POST WILL BE #1 DENSE SOUTHERN YELLOW PINE TREATED WITH COPER ARSENATE (CCA), TYPE A, B, C, WITH 40% RETENTION. POST WILL BE SMOOTH SURFACES ON ALL FOUR SIDES.

COMMODITIY RELEASE: ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS. ALL RELEASE WILL BE MADE ON AN "AS-REQUIRED" BASIS WITH THE USING AGENCY SPECIFYING THE QUANTITY, BILL TO/SHIP TO LOCATION ALONG WITH CONTACT PERSON AND TELEPHONE NUMBER. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING $ 2,500.00. THIS AGENCY CONTRACT DOES NOT OBLIGATE THE AGENCY TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD.

DELIVERY: DELIVERY WIL BE MADE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE MARYLAND FACILITY VARIOUS LOCATIONS ON ATTACHED LISTING NO LATER THAN TEN (10) DAYS A.R.O. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND INSIDE DELIVERY CHARGES (PLACING OF MATERIALS INSIDE THE GATE, INSIDE THE STOCK YARD THAT IS A LOCKED SECURE AREA).

QUALTITY CLAUSE: ANY POST FOUND TO HAVE EXCESSIVE SPLITTING OR WARPING WILL BE RETURNED AT VENDORS EXPENSE. THE CONTRACT WILL BE CANCELLED UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMMODITIES 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. DEDUCTION WILL BE PLACED AGAINST ANY OPEN BILLING.
TAXES: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

BASIS OF AWARD: THE BASIS OF AWARDING THE CONTRACT WILL BE BASED ON A LOT AWARD BASIS ALL ITEMS INCLUSIVE.

PRICE ESCALATION CLAUSE: PRICE INCREASE WILL BE ALLOWED EACH NINETY (90) DAY PERIOD OF THE CONTRACT. THE VENDOR MUST PROVIDE WRITTEN REQUEST FOR PRICE INCREASE AND PROVIDE A CURRENT COPY OF "THE RANDOM LENGTH'S REPORT" FOR LUMBER FOR WHICH THE PRICE INCREASE IS REQUESTED. PRICE INCREASE WILL BE THE PERCENTAGE OF DIFFERENCE BETWEEN THE CONTRACT BASE PRICE AND THE CURRENT PRICE IN THE RANDOM LENGTHS REPORT PROVIDED WITH THE PRICE INCREASE REQUEST.

USAGE REPORT: A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT MUST BE FILED WITHIN TEN (10) DAYS AFTER THE END OF EACH REPORTING PERIOD.

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LINE #	STATE ITEM ID	U/M	UNIT COST
0001	54041-000000	EA	5.3200

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

2X4X10

0002	54041-000000	EA	6.4400

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

2X4X12

0003	54041-000000	EA	9.5200

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

2X4X16

0004	54041-000000	EA	9.6500

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

2X6X12

0005	54041-000000	EA	18.5700

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

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LINE #	STATE ITEM ID	U/M	UNIT COST
2X6X20			
0006	54041-000000	EA	14.6700
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
2X6X18			
0007	54041-000000	EA	17.0700
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
4X4X10			
0008	54041-000000	EA	27.2400
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
4X4X12			
0009	54041-000000	EA	28.7900
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
4X4X14			

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LINE #	STATE ITEM ID	U/M	UNIT COST
0010	54041-000000	EA	34.0600

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

4X4X16

0011	54041-000000	EA	39.4700

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

4X4X18

0012	54041-000000	EA	49.6800

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

4X4X20

0013	54041-000000	EA	28.1500

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

4X6X12

0014	54041-000000	EA	41.8400

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

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LINE #	STATE ITEM ID	U/M	UNIT COST
4X6X16			
0015	54041-000000	EA	50.8600
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
4X6X18			
0016	54041-000000	EA	62.8100
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
4X6X20			
0017	54041-000000	EA	78.9500
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
4X6X22			
0018	54041-000000	EA	94.3700
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
4X6X24			

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LINE #	STATE ITEM ID	U/M	UNIT COST
0019	54041-000000	EA	57.0400

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

6X6X16

0020	54041-000000	EA	81.2900

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

6X6X20

0021	54041-000000	EA	114.8500

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE.

6X6X24

0022	54041-000000	EA	8.7100

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

2X6X10

0023	54041-000000	EA	5.3000

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

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LINE #	STATE ITEM ID	U/M	UNIT COST
1X4X16			
0024	54041-000000	EA	12.7200
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
2X6X16			
0025	54041-000000	EA	4.0900
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
2X4X8			
0026	54041-000000	EA	5.9600
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
2X6X8			
0027	54041-000000	EA	112.0000
LUMBER, TREATED, SIZE:			
LUMBER, YELLOW PINE			
6X8X20			

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LINE #	STATE ITEM ID	U/M	UNIT COST
0028	54041-000000	EA	154.0000

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

6X8X24

0029	54041-000000	EA	70.2000

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

6X6X18

0030	54041-000000	EA	33.5300

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

4X6X14

0031	54041-000000	EA	9.3000

LUMBER, TREATED, SIZE:

LUMBER, YELLOW PINE

1X8X16

END OF ITEM LIST

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

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AUTHORIZED BY: Alan Hinson **DATE:** 4/16/13

BUYER AUTHORIZED DESIGNEE

EMIS-5 (4/96)