

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600083

PRINT DATE: 08/23/22

PAGE: 01

SHIP TO:		
AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: FTC AGGREGATE SUPPLY LLC 1405 ODENTON ROAD ODENTON, MD 21113 (410)519-4400	REFER QUESTIONS TO: DAVID RENFRO (410)767-7064 DAVID.RENFRO@MARYLAND.GOV	
ITB:	EXPR DATE: 09/01/25 POST DATE: 08/18/22	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.

STATEWIDE CONTRACT
 FOR STONE AGGREGATES

ANN ARUNDEL, BALTIMORE COUNTY (GOLDEN RING), BALTIMORE COUNTY (OWING MILLS), CALVERT, CAROLINE, CECIL, CHARLES, DORCESTER, FREDERICK, HARFORD, HOWARD, KENT, MONTGOMERY, PRINCE GEORGE'S QUEEN ANNE'S, SOMERSET, ST. MARY'S, TALBOT, WISCOMICO, AND WORCESTER COUNTIES

 THE PRICE LIST IS ATTACHED TO THE CONTRACT ON
 THE DGS WEBSITE AT THE FOLLOWING EMAIL ADDRESS:
[HTTPS://DGS.MARYLAND.GOV/PAGES/PROCUREMENT/BIDSAWARDS.ASPX](https://dgs.maryland.gov/pages/procurement/bidsawards.aspx)

THIS IS A STATEWIDE CONTRACT FOR STONE AGGREGATES FOR THE STATE OF MARYLAND FACILITIES.

TERM OF CONTRACT: THREE (3) YEARS W/TWO (2) ONE (1) YEAR RENEWALS

BASE TERM: SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2025
 OPTION YEAR ONE SEPTEMBER 1, 2025, THROUGH AUGUST 31, 2026
 OPTION YEAR TWO: SEPTEMBER 1, 2026, THROUGH AUGUST 31, 2027

VENDOR: FTC AGGREGATE SUPPLY, LLC
 VENDOR CONTACT: WHITNEY BEALL

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TERMS (cont'd):

VENDOR NUMBER: 410-216-1229
VENDOREMAIL: WHITNEYB@FTCAGG.COM

.
THE PURPOSE OF THIS CONTRACT IS TO OBTAIN A SOURCE OF SUPPLY TO PROVIDE, DELIVER AND UNLOAD VARIOUS GRADES OF AGGREGATE STONE PRODUCT FOR THE STATE AT A FIRM FIXED PRICE FOR THE TERM AS SHOWN HEREIN. ALL AGGREGATES STONE FURNISHED UNDER THIS CONTRACT SHALL COMPLY WITH CATEGORY 900 MATERIALS -SECTION 901- AGGREGATES, OF THE JULY 2021 VERSION OF MARYLAND STATE HIGHWAY ADMINISTRATION (MDSHA) STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS AND SUPPLEMENTAL SPECIFICATIONS AND PROVISIONS.

PRODIUCT LIST:

CR 6 STONE
#2 STONE
#57 STONE
#7 STONE
#67 STONE
CLASS 1 RIP RAP
CLASS 2 RIP RAP
CLASS 3 RIP RAP

QUALITY:

.
THIS CONTRACT IS SUBJECT TO CANCELLATION UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES 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.

.
PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. EACH AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY MATERIAL DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S AT THE VENDOR'S EXPENSE FOR REPLACEMENT FOR CREDIT.

.
AGENCIES RESERVES THE RIGHT TO SAMPLE COMPOSITE MATERIAL OR MIXTURE AT ANY TIME. ACCEPTANCE TESTING WILL BE COMPLETED ON DELIVERED MATERIAL AS DETERMINED. THE MATERIAL MAY BE SUBJECT TO A WORKABILITY EVALUATION EITHER IN THE LAB OR IN THE FIELD. NON-

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TERMS (cont'd):

CONFORMING MATERIALS WILL BE REJECTED WHETHER IN-PLACE OR NOT. THE VENDOR WILL REMOVE ALL AGGREGATES MATERIAL FROM INVENTORY ON HAND THAT FAILS TO MEET REQUIREMENTS AND REPLACE AT NO ADDITIONAL COST.

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.

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.

PAYMENT:
FOLLOWING DELIVERY AND ACCEPTANCE OF MATERIAL SHALL SUBMIT AN ORIGINAL INVOICE TO THE ORDERING AGENCY

INVOICES:
VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT. THIS PURCHASE IS FOR WATER ACTIVATED COLD PATCH ASPHALT FOR STATEWIDE AGENCIES FACILITIES ACROSS THE STATE.

USAGE REPORT:
A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM,

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TERMS (cont'd):

AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION

OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

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.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING

ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #BPM028130/001IT821285 INCORPORATED HEREIN BY REFERENCE.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) 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

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TERMS (cont'd):

INTERNAL REVENUE CODE;

- (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 ASSOCIATION OF INDEPENDENT SCHOOLS; AND (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
 - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
 - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE. 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 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;
- (8) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS.

VENDOR MUST INCLUDE THE BLANKET PURCHASE ORDER NUMBER ON ALL INVOICES.

THIS PURCHASE ORDER IS FOR NEW PRODUCTS/EQUIPMENT WHICH MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED PRODUCTS/EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED HEREIN.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # BPM029694/001IT821301 INCORPORATED HEREIN BY REFERENCE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
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0001	75035	EA			
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CRUSHED STONE

0002	75035	EA			
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CRUSHED STONE

END OF ITEM LIST

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AUTHORIZED BY: _____

David Renfro
BUYER AUTHORIZED DESIGNEE

DATE: 8/23/22