

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B5600114

**PRINT DATE:** 08/29/24

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> INNOVATIVE MUNICIPAL PRODUCTS US INC DBA INNOVATIVE SURFACE SOLUTIONS 454 RIVER RD GLENMONT, NY 12077 (800 )387-5777 EXT 110	<b>REFER QUESTIONS TO:</b> MATTHEW SMITH (410 )767-3039 MATTHEW.SMITH2@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 12/31/25 <b>POST DATE:</b> 08/27/24	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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  
LIQUID MAGNESIUM CHLORIDE  
\*\*\*\*\*

THE TERM OF THIS CONTRACT IS FOR THREE (3) YEARS FROM JANUARY 1, 2021 THROUGH DECEMBER 31, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS.

THIS IS THE FINAL RENEWAL OPTION.

OPTION FINAL TERM: JANUARY 01, 2025 THROUGH DECEMBER 31, 2025, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING OPTIONS LEFT UNDER ORIGINAL CONTRACT 001B1600199.

**AGENCY CONTACT:** MATTHEW SMITH  
410-767-3039  
MATTHEW.SMITH@MARYLAND.GOV

**VENDOR CONTACT:** INNOVATIVE MUNICIPAL PRODUCTS (US) INC.  
SYED ALI  
800-387-5777 EXT 110  
SALI@INNOVATIVECOMPANY.COM

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### TERMS (cont'd):

#### PRODUCT SPECIFICATIONS:

THIS CONTRACT IS FOR THE SUPPLY AND DELIVERY OF LIQUID CORROSION-INHIBITED MAGNESIUM CHLORIDE TO BE USED AS A LIQUID DE-ICING AGENT FOR PRE-WETTING SALT FOR WINTER STORMS.

MAGNESIUM CHLORIDE 27+/- 1% CONCENTRATION WITH A CORROSION INHIBITOR THAT CONFORMS TO PERTINENT PACIFIC NORTHWEST SNOWFIGHTERS (PNS) SPECIFICATIONS. PERCENT BY WEIGHT SULFATE, PERCENT BY WEIGHT SPECIFIC GRAVITY AT 60 DEGREES FAHRENHEIT. RECOMMENDED LEVEL: 26% MIN/28% MAX. LESS THAN 2%; 1.251 MIN SPECIFIC GRAVITY, 1.272 MAX SPECIFIC GRAVITY.

PRODUCTS MUST BE UNIFORMLY PREMIXED TO THE APPROPRIATE SPECIFICATION BEFORE THE PRODUCT IS PLACED ON A DELIVERY TRUCK. VENDOR MUST SUPPLY A CERTIFIED LOAD TICKET VERIFYING PERCENT AND TYPE OF PRODUCT SOLUTION AND THE NUMBER OF GALLONS.

#### DELIVERY:

ALL DELIVERIES WILL BE COMPLETED WITHIN SEVEN CALENDAR DAYS AFTER THE SUPPLIER RECEIVES AN ORDER, ORALLY OR IN WRITING, FROM THE USING AUTHORITY.

THE VENDOR SHALL PROVIDE ALL THE MATERIAL, EQUIPMENT, SUPPLIES, TRANSPORTATION AND ALL OTHER INCIDENTALS REQUIRED TO SUPPLY MDOT SHA WITH LIQUID CORROSION-INHIBITED MAGNESIUM CHLORIDE. ALL PRICES ARE PER GALLON DELIVERED F.O.B. CUSTOMER'S TANKS. CONTRACT PRICE INCLUDES ANY ADMINISTRATIVE COSTS AND/OR FEES.

DELIVERIES MUST BE MADE BY TRUCKS THAT HAVE UNDERGONE A THOROUGH CLEANING FOR THE PURPOSE OF ASSURING THAT THE LIQUID CORROSION INHIBITED MAGNESIUM CHLORIDE IS NOT CONTAMINATED BY FOREIGN MATERIAL. IF THE AUTHORIZED REPRESENTATIVE, AT THE DELIVERY POINT DETERMINES THAT A LOAD OF LIQUID CORROSION INHIBITED MAGNESIUM CHLORIDE IS CONTAMINATED OR OTHERWISE DOES NOT MEET SPECIFICATIONS, THE SHIPMENT WILL BE REJECTED AT THE VENDOR'S EXPENSE. DELIVERIES SHALL ONLY BE MADE DURING NORMAL BUSINESS HOURS (MONDAY THROUGH FRIDAY, 7:30 AM - 3:30 PM) UNLESS THE SUPPLIER GETS APPROVAL AND MAKES ARRANGEMENTS WITH THE RECEIVING FACILITY IN ADVANCE OF ANY ANTICIPATED DELIVERY DURING NON-BUSINESS HOURS.

METERED DELIVERY TICKETS SHALL BE SIGNED BY THE AUTHORIZED REPRESENTATIVE AT THE TIME DELIVERY IS MADE. REQUIREMENTS FOR METERED DELIVERIES SHALL BE AS FOLLOWS:

TANK WAGON DELIVERIES - ALL DELIVERIES MUST BE METERED WITH READINGS IMPRINTED ON DELIVERY TICKET.

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### TERMS (cont'd):

TRANSPORT DELIVERIES - IN THOSE INSTANCES WHEN DELIVERY VEHICLES ARE EQUIPPED WITH METERS, DELIVERIES MUST BE METERED AND IMPRINTED ON TICKET IF DELIVERY VEHICLES ARE NOT METER EQUIPPED, TRANSPORT LOADS WILL BE METERED AND SEALED AT THE TERMINAL. WRITTEN EVIDENCE OF SUCH METERING SHALL BE PROVIDED TO THE USER AT TIME OF DELIVERY.

ALL DELIVERIES MUST BE COORDINATED THROUGH AN AUTHORIZED REPRESENTATIVE(S). THE AUTHORIZED REPRESENTATIVE(S) WILL SIGN A DELIVERY RECEIPT CERTIFYING RECEIPT OF MATERIAL. NO PAYMENT WILL BE MADE UNLESS A DELIVERY TICKET IS SIGNED.

DELIVERY OF SPLIT-LOADS: AT MDOT SHA'S REQUEST, THE VENDOR WILL DELIVER A TANKER LOAD OF MATERIAL TO MORE THAN ONE LOCATION. MDOT SHA WILL PAY THE VENDOR AN ADDITIONAL \$100.00 WHEN A DELIVERY IS SHARED BETWEEN TWO LOCATIONS. FOR EXAMPLE, IF TWO FACILITIES SHARE A SINGLE TANKER LOAD OF MATERIAL, MDOT SHA WILL PAY THE VENDOR AN EXTRA \$100.00. IF THREE FACILITIES SHARE A SINGLE TANKER LOAD OF MATERIAL, MDOT SHA WILL PAY THE VENDOR AN EXTRA \$200.00. IF FOUR LOCATIONS SHARE A SINGLE TANKER LOAD OF MATERIAL, THE VENDOR WILL BE PAID AN ADDITIONAL \$300.00. ALL DELIVERIES OF SHARED LOADS WILL BE MADE WITHIN THE SAME COUNTY OR WITH AN ADJACENT COUNTY IN MARYLAND (SEE ATTACHED DELIVERY LOCATIONS). ALL LOADS, INCLUDING SHARED LOADS WILL WILL TOTAL A MINIMUM OF 4,000 GALLONS.

### DELIVERY SITES:

THE FOLLOWING SALT DOME/BARN SITES HAVE 6,000 GALLON AND/OR 10,000 STORAGE TANKS. THE LOCATIONS LISTED SHOULD BE USED BY VENDORS TO GET A GENERAL IDEA WHERE THE STRUCTURES ARE LOCATED. PLEASE CONTACT THE FOLLOWING RESIDENT MAINTENANCE ENGINEERS OR REPRESENTATIVES TO COORDINATE EACH DELIVERY AND TO GET DIRECTIONS TO THE LOCATION:

US 40 DOME  
PULASKI HIGHWAY  
ROSEDALE MD 21237  
ALAN PRICE  
410-574-4511

US 7 DOME  
8620 PHILADELPHIA BLVD  
ROSEDALE MD 21237  
ALAN PRICE  
410-574-4511

COVE RD DOME  
8119 BELLZAR RD  
BALTIMORE, MD 21222  
ALAN PRICE  
410-574-4511

BROOKLANDVILLE DOME  
10615 FALLS RD  
ROOKLANDVILLE MD 21093  
21244 BRIAN GNEITING  
410-329-6752

HEREFORD SHOP  
306 MT. CARMEL RD  
PARKTON MD 21120  
BRIAN GNEITING  
410-329-6752

SECURITY DOME  
1707 BELMONT AVE  
BALTIMORE MD  
JASON NEIDERER  
410-363-1315

OWINGS MILLS SHOP

PIPE YARD

FALLSTON DOME

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### TERMS (cont'd):

9130 DOLFIELD ROAD  
OWINGS MILL MD 21117  
JASON NEIDERER  
410-363-1315

5201 WASHINGTON BLVD  
BALTIMORE, MD 21227  
JASON MEIDERER  
410-363-1315

519 FALLSTON ROAD  
FALLSTON MD 21047  
ANTHONY SINCLAIR  
410-879-9419

CHURCHVILLE SHOP  
3050 CHURCHVILLE ROAD  
CHURCHVILLE MD 21028  
ANTHONY SINCLAIR  
410-879-9419

ABERDEEN SALT DOME  
900 S. PHILADELPHIA BLVD  
ABERDEEN MD 21001  
ANTHONY SINCLAIR  
410-879-9419

BUSHES CORNER DOME  
4810 ROCKS ROAD  
STREET MD 21154  
ANTHONY SINCLAIR  
410-879-9419

MANCHESTER DOME  
2602 MANCHESTER ROAD  
MANCHESTER, MD 21102  
DAROPM BRAMJA,  
410-876-2061

FAIRLAND SHOP  
12020 PLUM ORCHARD ROAD  
SILVER SPRING MD 20904  
SIDNEY JOHNSON  
301-572-5166

THURMONT DOME  
67 EAST MOSER ROAD  
THURMONT MD 21788  
KEN KARLHEIM  
301-624-8250

LAUREL SHOP  
400 SECOND STREET  
LAUREL MD 20707  
JUSTIN SOSEBEE  
301-776-7619

GLEN BURNIE SHOP  
910 STEWART AVENUE  
GLEN BURNIE MD 21061  
MARCUS BROWN  
410-766-3770

DAYTON SHOP  
4401 MD RT. 32  
DAYTON MD 21036  
JIM JONES  
410-513-5533

FREDERICK SHOP  
5111 BUCKEYSTOWN PIKE  
FREDERICK MD 21704  
KEN KARLHEIM  
301-624-8250

SCAGGSVILLE DOME  
7631 OLD COMUMBIA PIKE  
LAUREL MD 20723  
JIM JONES  
410-513-5533

JESSUP SHOP  
7295 WATERLOO ROAD  
WATERLOO, MD 21075  
JIM JONES  
410-513-5533

MT AIRY SALT DOME  
4520 BALTIMORE NATIONAL PIKE  
MT. AIRY MD 21771  
DARION BRAHAM  
410-876-2061

WESTMINSTER SHOP  
150 WYNDTRYST DRIVE  
WESTMINSTER MD 21157  
DARION BRAHAM  
410-876-2061

MYERSVILLE DOME  
10300 BALTIMORE NATATIONAL PIKE  
MYERSVILLE MD 21773  
20904 KEN KARLHEIM  
301-624-8250

CLARKSBURG DOME  
MD 121 @ IS 270  
CLARKSBURG MD 20871  
DARRIN JOHNSON  
301-948-2477

ELLICOTT CITY DOME  
10307 BALTIMORE NATIONAL PIKE  
ELLICOTT CITY MD 21042  
JIM JONES  
410-513-5533

UPPER MARLBORO SHOP  
6500 SE CRAIN HIGHWAY  
UPPER MARLBORO MD 20772  
ERNIE JOHNSON  
301-952-0555

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### TERMS (cont'd):

MDOT SHA RESERVES THE RIGHT TO ADD A LIMITED NUMBER OF ADDITIONAL SITES FOR DELIVERY. THE PRICE WILL BE NEGOTIATED BETWEEN THE MDOT SHA AND THE VENDOR. IN ADDITION, MDOT SHA'S PROCUREMENT OF LIQUID MAGNESIUM CHLORIDE WITH CORROSION INHIBITOR WILL BE ON AN AS NEEDED BASIS. THERE ARE NO MINIMUM OR MAXIMUM GUARANTEED PROCUREMENT WITH THIS CONTRACT.

ENVIRONMENTALLY PREFERABLE SNOW AND ICE CONTROL SPECIFICATION:  
ENVIRONMENTALLY PREFERABLE PACKAGED AND BULK SNOW AND ICE MELTING PRODUCTS SHALL INCLUDE ALTERNATIVES TO CHLORIDE-BASED PRODUCTS.

#### PACKAGED SNOW AND ICE CONTROL:

PACKAGED DEICING PRODUCTS SHALL BE SODIUM CHLORIDE-FREE AND MEET THE FOLLOWING CRITERIA:

- \*EPA DESIGN FOR THE ENVIRONMENT RECOGNIZED (ON DFE LIST)
- \*OR ON THE PACIFIC NORTHWEST SNOWFIGHTERS QUALIFIED PRODUCT LIST (QPL)

#### BULK SNOW AND ICE CONTROL-

PRODUCTS BULK DEICING PRODUCTS SHALL BE LIQUID MAGNESIUM CHLORIDE WITH AGRICULTURALLY BASED CORROSION INHIBITOR AND MEET THE FOLLOWING CRITERIA:

- ON THE PACIFIC NORTHWEST SNOW FIGHTERS QUALIFIED PRODUCT LIST (QPL)
- HAVE A FREEZING POINT OF AT LEAST 35 DEGREES FAHRENHEIT BELOW ZERO
- ACCEPTABLE FOR USE AS AN INHIBITOR FOR SALT BRINES AND THUS ABLE TO BE BLENDED WITH ALL SALT SOLUTIONS WITHOUT STRATIFICATIONS AT ANY TIME
- ACCEPTABLE FOR PRE-WETTING SOLIDS
- USABLE AS AN ADMIX FOR SALT STOCKPILE MIXING TO PREVENT FREEZING OF THE PILE, WITHOUT LEACHING
- MUST IMPROVE ICE MELTING ABILITY AND HELP PREVENT ICE HARDPACK FROM BONDING SURFACES

MUTUAL AGREEMENT OF THE DEPARTMENT OF GENERAL SERVICES AND THE VENDOR. DGS MAY EXTEND THE EXPIRATION DATE OF THE CONTRACT DURING THE FINAL RENEWAL OPTION FOR NINETY (90) DAYS UPON THE AGREEMENT BETWEEN THE DEPARTMENT OF GENERAL SERVICES AND THE VENDOR.

CONTRACT WILL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

ANY ITEM LISTED HEREIN NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE

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### TERMS (cont'd):

OPEN MARKET BY THE USING AGENCY. THE CONTRACTOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

THE MARYLAND STATE HIGHWAY ADMINISTRATION WILL BE THE PRIMARY USER OF THIS CONTRACT. OTHER MARYLAND STATE AND LOCAL DIVISIONS ARE AUTHORIZED TO PURCHASE FROM THIS CONTRACT.

#### USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE 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, 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. REPORT SHALL BE EMAILED TO THE FOLLOWING EMAIL ADDRESSES:

DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV  
GWENDOLYN.ADAMS@MARYLAND.GOV

#### ELECTRONIC PROCESSING FEE:

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

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) CONTRACT ADMINISTRATION FEE.

#### OPEN MARKET CLAUSE\*\*\*\*\*

THE USING AUTHORITIES MAY PURCHASE ON THE OPEN MARKET THE PRODUCTS LISTED IN THE CASE OF VENDOR FAILURE TO PROVIDE THE COMMODITY IN THE TIME FRAME PRESCRIBED IN THE CONTRACT. VENDOR WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

\*\*\*\*\*CONTRACT ACCEPTANCE \*\*\*\*\*

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### TERMS (cont'd):

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE NEGOTIATION OF AWARD AFTER UNSUCCESSFUL COMPETITIVE SEALED BIT (ITB), #001IT820052, AND ANY SUBSEQUENT AMENDMENTS, MODIFICATION OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED HEREIN AND MADE A PART OF THE BPO.

0001            77545-47015A                            GL                            1.1900

MAGNESIUM CHLORIDE DE-ICING (LIQUID)

#### ESTIMATE QUANTITY BREAKDOWN:

LIQUID MAGNESIUM CHLORIDE 27 +/- 1% WITH CORROSION INHIBITOR -  
116,000 GALLONS.

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE