

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600220

PRINT DATE: 05/22/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

HYDROL CHEMICAL COMPANY
520 COMMERCE DRIVE

YEADON, PA 19050
(610)622-3603

REFER QUESTIONS TO:

MONICA FRANKLIN
(410)767-4497
MONICA.FRANKLIN1@MARYLAND.GOV

ITB:

EXPR DATE: 01/15/21
POST DATE: 01/16/20

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 145,604.00

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.

AGENCY BLANKET PURCHASE ORDER
FOR

EMBALMING FLUID

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS AGAINST CONTRACT
001B7400245.

MODIFICATION #1: ADDED (AGY) IN THE PROCUREMENT METHODS FIELD ON THE
ADDITIONAL ELEMENT (2353) SCREEN.

CONTRACT TERM: JANUARY 16, 2020 THROUGH JANUARY 15, 2021, WITH THE
SAME TERMS, CONDITIONS AND PRICE.

MARYLAND LAW PREVAILS:

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

VENDOR CONTACT: HAROLD HAABESTAD

TELEPHONE: (800) 345-8200 FAX: (610) 284 -4448

VENDOR EMAIL ADDR: HYDROLCHEMICAL@GMAIL.COM

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600220

PRINT DATE: 05/22/20

PAGE: 02

TERMS (cont'd):

AGENCY CONTACT: UNIV OF MARYLAND

AGENCY CONTACT: MARY ANGEL (410) 328-3313

SCOPE OF CONTRACT:

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR EMBALMING FLUID.

CONTRACT REQUIREMENTS:

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

PRICE ESCALATION: NOT APPLICABLE

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.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HERE-UNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600220

PRINT DATE: 05/22/20

PAGE: 03

TERMS (cont'd):

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

SHIPMENTS SHALL BE DELIVERED TO THE LOADING DOCK IN BACK OF 655 WEST BALTIMORE STREET, BALTIMORE, MARYLAND 21201.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) 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 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.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) 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; (3) SHALL NOT BE BIDDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600220

PRINT DATE: 05/22/20

PAGE: 04

TERMS (cont'd):

ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE
THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH
THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.
PAYMENTS 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 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 HYDROL CHEMICAL COMPANY 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

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600220

PRINT DATE: 05/22/20

PAGE: 05

TERMS (cont'd):

PARTIES WILL BE 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 CONTRACT OR AGREEMENT PROCUREMENT OFFICER MAY REQUIRE THAT PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN CONTRACTORS.

0001 46561-200045 DR 818.0000

EMBALMING FLUID
ANATOMICAL EMBALMING FLUID CONCENTRATED (SEE ATTACHED SPECS)

_____ END OF ITEM LIST _____

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER (BASIS FOR AWARD).

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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.

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE