

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B1600199

PRINT DATE: 05/05/23

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

INNOVATIVE MUNICIPAL PRODUCTS US INC
DBA INNOVATIVE SURFACE SOLUTIONS
454 RIVER RD
GLENMONT, NY 12077
(800)387-5777 EXT 110

REFER QUESTIONS TO:

MATTHEW SMITH
(410)767-3039
MATTHEW.SMITH2@MARYLAND.GOV

ITB: DGSR1600016

EXPR DATE: 12/31/23
POST DATE: 12/01/20

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
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.

AGENCY CONTACT: GWENDOLYN ADAMS
410-767-7662
GWENDOLYN.ADAMS@MARYLAND.GOV

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

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

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TERMS (cont'd):

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.

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.

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TERMS (cont'd):

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

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

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

CHURCHVILLE SHOP
3050 CHURCHVILLE ROAD
CHURCHVILLE MD 21028

ABERDEEN SALT DOME
900 S. PHILADELPHIA BLVD
ABERDEEN MD 21001

BUSHES CORNER DOME
4810 ROCKS ROAD
STREET MD 21154

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TERMS (cont'd):

ANTHONY SINCLAIR
410-879-9419

ANTHONY SINCLAIR
410-879-9419

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 BRANHAM
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

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.

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TERMS (cont'd):

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
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.

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TERMS (cont'd):

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 *****

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.

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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	77545-47015A	GL	1.1900	
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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