

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B6400321

PRINT DATE: 02/09/17

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> STACEY POLLITT (410 )767-3002 STACEY.POLLITT1@MARYLAND.GOV	
<b>ITB:</b> 001IT820052	<b>EXPR DATE:</b> 12/31/18 <b>POST DATE:</b> 12/29/15	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> 184,255.56

### 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.

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\*\*\*\*\*

STATEWIDE CONTRACT  
FOR

LIQUID MAGNESIUM CHLORIDE

\*\*\*\*\* DISTRICTS 1 - 7 \*\*\*\*\*  
\*\*\*\*\*

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.

\*\*\*\*SCOPE OF THE CONTRACT\*\*\*\*

THE TERM OF THIS CONTRACT IS FOR THREE (3) YEARS FROM 01/01/2016 - 12/31/2018. THIS CONTRACT OR ANY PART OF THE CONTRACT MAY BE RENEWED FOR TWO (2) ONE-YEAR TERMS BY THE MUTUAL AGREEMENT BETWEEN DGS AND THE CONTRACTOR.

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### TERMS (cont'd):

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.

PROCUREMENT OFFICER: STACEY POLLITT  
410-767-3002  
STACEY.POLLITT1@MARYLAND.GOV

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

### FOR PLACING ORDERS\*\*\*\*\*

CONTACT NAMES: VALERIE MENDITTO  
STEPHANIE LALIMA  
ORDER DESK EMAIL: ORDERS@INNOVATIVECOMPANY.COM  
CONTACT NUMBER: 800-257-5808  
518-729-4319  
FAX NUMBER: 518-729-5181  
ADDRESS: 454 RIVER ROAD  
GLENMONT, NY 12077

### \*\*\*\*DELIVERY\*\*\*\*

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

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### TERMS (cont'd):

THE VENDOR SHALL PROVIDE ALL THE MATERIAL, EQUIPMENT, SUPPLIES, TRANSPORTATION AND ALL OTHER INCIDENTALS REQUIRED TO SUPPLY REQUESTING AGENCIES WITH CORROSION-INHIBITED MAGNESIUM CHLORIDE. ALL PRICES ARE PER GALLON DELIVERED F.O.B. CUSTOMER'S TANKS. CONTRACT PRICES INCLUDES ANY ADMINISTRATIVE COSTS AND/OR FEES. DELIVERIES SHALL BE ONLY MADE DURING NORMAL BUSINESS HOURS (MONDAY - 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.

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 LOCATIONS ARE LISTED BELOW  
THE FOLLOWING SALT DOME/BARN SITES HAVE 6,000 GALLON AND/OR 10,000 GALLON STORAGE TANKS. PLEASE CONTACT THE FOLLOWING RESIDENT MAINTENANCE ENGINEERS/REPRESENTATIVES TO COORDINATE EACH DELIVERY AND TO GET DIRECTIONS TO THE LOCATION.

\*\*\*\*\*DELIVERY OF SPLIT-LOADS\*\*\*\*\*  
AT THE USER AGENCY'S REQUEST, THE VENDOR WILL DELIVER A TANKER LOAD OF MATERIAL TO MORE THAN ONE LOCATION. THE USER AGENCY 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, THE USER AGENCY WILL PAY THE VENDOR AN EXTRA \$100.00. IF THREE FACILITIES SHARE A SINGLE TANKER LOAD OF MATERIAL, THE USER AGENCY WILL PAY THE VENDOR AN EXTRA \$200.00. IF FOUR FACILITIES 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. ALL LOADS, INCLUDING SHARED LOADS, WILL TOTAL A MIN OF 4,000 GALLONS.

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.

USAGE REPORT CONTINUE \*\*\*\*\*

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### TERMS (cont'd):

FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION  
MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE  
EMAILED TO THE PROCUREMENT OFFICER,  
STACEY POLLITT AT STACEY.POLLITT1@MARYLAND.GOV

\*\*\*\*\*DELIVERY LOCATIONS BELOW\*\*\*\*\*

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

US 7 SALT DOME  
8620 PHILADELPHIA BLVD  
ROSEDALE MD 21237  
ALAN PRICE

COVE RD SALT DOME  
8119 BELLZAR RD  
BALTIMORE MD 21222  
ALAN PRICE

BROOKLANDVILLE SALT DOME  
10615 FALLS RD  
BROOKLANDVILLE MD 21093  
BILL BALCH  
410-329-6752

HEREFORD SHOP  
306 MT. CARMEL RD  
PARKTON MD 21120  
BILL BALCH  
410-329-6752

SECURITY SALT DOME  
1707 BELMONT AVE  
BALTIMORE MD 21244  
AAMIR KHURRAM  
410-363-1315

OWINGS MILLS SHOP  
9130 S. DOLFIELD ROAD  
OWINGS MILLS MD 21117  
AAMIR KHURRAM  
410-363-1315

PIPE YARD SALT DOME  
5201 WASHINGTON BLVD  
BALTIMORE MD 21227  
AAMIR KHURRAM  
410-363-1315

FALLSTON SALT DOME  
519 FALLSTON ROAD  
FALLSTON MD 21047  
TERRY CLARK  
410-879-9419

CHURCHVILLE SHOP  
3050 CHURCHVILLE ROAD  
CHURCHVILLE MD 21028  
TERRY CLARK

ABERDEEN SALT DOME  
900 S. PHILADELPHIA BLVD  
ABERDEEN MD 21001  
TERRY CLARK

BUSHES CORNER DOME  
4810 ROCKS RD  
STREET MD 21154  
TERRY CLARK

MT AIRY SALT DOME  
MD 144 @ MD 27  
MOUNT AIRY MD 21771  
PAUL HAINES  
410-876-2061

WESTMINSTER SHOP  
150 WYNDTRYST DRIVE  
WESTMINSTER MD 21157  
PAUL HAINES  
410-876-2061

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### TERMS (cont'd):

JESSUP SALT DOME  
7295 WATERLOO RD  
WATERLOO MD 21075  
JIM JONES 410-531-5533  
MYERSVILLE SALT DOME  
US 40 @ CHURCH HILL RD  
MYERSVILLE MD 21773  
KEN KARLHEIM  
301-624-8250

CLARKSBURG DOME  
MD 121 @ IS 270  
CLARKSBURG MD  
GREG EDWARDS  
301-948-2477

FAIRLAND SHOP  
12020 PLUM ORCHARD RD  
SILVER SPRING MD 20904  
ROBERT MURRY  
301-572-5166

LAUREL SHOP  
400 SECOND STREET  
LAUREL MD 20707  
BRET HADZIMICHALIS 301-776-7619  
LA PLATA SHOP  
5725 WASHINGTON AVE  
LA PLATA MD 20646  
RICHARD MCINTYRE  
301-984-8031

GLEN BURNIE SHOP  
910 STEWART AVENUE  
GLEN BURNIE MD 21061  
RUEBEN BUCKLE 410-766-3770  
UPPER MARLBORO SHOP  
6500 SE CRAIN HIGHWAY  
UPPER MARLBORO MD 20772  
MARCUS BROWN  
301-952-0555

### STATEWIDE ESTIMATE USE:

DISTRICT 1		DISTRICT 2		DISTRICT 3	
DORECHESTER	1000	KENT	1000	MONTGOMERY	36000
SOMERSET	1000	QUEEN ANNE	1000	PRINCE GEORGES	36000
WICOMICO	1000	CAROLINE	1000		
WORCESTER	1000	TALBOT	1000		
		CECIL	1000		

DISTRICT 4		DISTRICT 5		DISTRICT 6	
HARFORD	8000	ANNE ARUNDEL	15000	ALLEGANY	1000
BALTIMORE	8000	CHARLES	2000	WASHINGTON	1000
		ST. MARY'S	1000	GARRETT	1000
		CALVERT	1000		

DISTRICT 7  
HOWARD 15000  
FREDERICK 8000  
CARROLL 20000

### 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

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### TERMS (cont'd):

TRANSACTIONED 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.

B. THE CONTRACT ADMINISTRATION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO AWAWU SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

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>	
0001	77545-47015A	GL	1.0600	
MAGNESIUM CHLORIDE DE-ICING (LIQUID)				

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

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

BUYER AUTHORIZED DESIGNEE