

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B4600106

**PRINT DATE:** 10/16/23

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> SALVO LIMITED PARTNERSHIP LLLP 14 BACK RIVER NECK RD  BALTIMORE, MD 21221 (443 )226-6072	<b>REFER QUESTIONS TO:</b>  ENAYATULLAH RAYHAN (410 )767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 12/31/24 <b>POST DATE:</b> 10/13/23	<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.

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STATEWIDE CONTRACT  
FOR  
BULK ANTIFREEZE

\*\*\*\*\*

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS.

OPTION ONE TERM: JANUARY 1, 2024 THROUGH DECEMBER 31, 2024,  
WITH THE SAME CONTRACT TERMS, CONDITIONS, PRIVISION AND PRICE.

### MARYLAND LAW PREVAILS:

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

SCOPE OF CONTRACT: REQUIREMENTS CONTRACT FOR SUPPLY OF BULK ANTIFREEZE FOR THE STATE OF MARYLAND AND ITS USING AGENCIES.

**VENDOR NAME:** SALVO LIMITED PARTNERSHIP, LLLP  
**VENDOR CONTACT:** JAMES FRANK  
**VENDOR EMAIL:** JIM@SALVOAUTOPARTS.COM  
**VENDOR PHONE:** 443-596-7748 / FAX: 410-391-5997

**AGENCY NAME:** MARYLAND TRANSIT ADMINISTRATION  
**CONTACT:** BRENDA HAYES  
**EMAIL:** BHAYES1@MDOT.MARYLAND.GOV  
**PHONE:** 410-454-7885

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### TERMS (cont'd):

CONTRACT TERM: THREE YEARS WITH TWO (2) ONE-YEAR RENEWAL OPTIONS.  
JANUARY 1, 2021 - DECEMBER 31, 2023  
JANUARY 1, 2024 - DECEMBER 31, 2024 (OPTION 1)  
JANUARY 1, 2025 - DECEMBER 31, 2025 (OPTION 2)

THE STATE OF MARYLAND IS COMMITTED TO PURCHASING ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EPP). MARYLAND'S STATE FINANCE & PROCUREMENT ARTICLE §14-410 DEFINES ENVIRONMENTALLY PREFERABLE PURCHASING AS "THE PROCUREMENT OR ACQUISITION OF GOODS AND SERVICES THAT HAVE A LESSER OR REDUCED EFFECT ON HUMAN HEALTH AND THE ENVIRONMENT WHEN COMPARED WITH COMPETING GOODS OR SERVICES THAT SERVE THE SAME PURPOSE."

ACCORDINGLY, CONTRACTORS ARE STRONGLY ENCOURAGED TO OFFER EPP'S TO FULFILL THIS CONTRACT, TO THE GREATEST EXTENT POSSIBLE.

ALL ANTIFREEZE/COOLANTS, REGARDLESS OF APPLICATION, SHALL FULLY MEET ASTM D3 306-20 TABLE 4 "PERFORMANCE REQUIREMENTS" FOR CORROSION, EROSION, AND CAVITATION AS DOCUMENTED. FOR ANY PREDILUTED ANTIFREEZE/COOLANT FORMULATION, THE WATER UTILIZED SHALL BE DEIONIZED AND MEET ASTM D3 306-20 TABLE X1.1 "SUGGESTED WATER QUALITY LIMITS." ALL ANTIFREEZE/COOLANTS FORMULATED FOR HEAVY TRUCK USAGE SHALL CONFORM TO ASTM D6210-17 IN ADDITION TO ASTM D3306-20.

VENDOR WILL SUPPLY EXTENDED LIFE ANTIFREEZE, PREDILUTED WITH DEIONIZED WATER TO A 50/50 MIX, DELIVERED TO BULK TANKS AT MTA FACILITIES IN THE BALTIMORE AREA, AND OTHER STATEWIDE FACILITIES.

### DELIVERY:

- ALL ORDERING AGENCY DELIVERY LOCATIONS WILL BE STATED ON THE PURCHASE ORDER.
- THE DRIVER SHALL REPORT TO BASE SUPERINTENDENT OR DESIGNEE UPON ENTERING A BASE. PRODUCT SHALL NOT BE DROPPED UNTIL DIRECTED TO DO SO.
- DELIVERY SHALL BE MADE BETWEEN 8:30A.M. - 3:30P.M., MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS.
- DELIVERY SHALL BE MADE WITHIN TWO (2) WORKING DAYS AFTER NOTIFICATION.

### PRICE ESCALATION:

ONE HUNDRED TWENTY (120) DAYS PRIOR TO THE END OF EACH YEAR OF THE CONTRACT, THE CONTRACTOR MAY REQUEST, IN WRITING, A COST ADJUSTMENT TO BE IN EFFECT FOR THE SUBSEQUENT YEARS OF THE CONTRACT. ANY PROPOSED INCREASE IN PRICE SHALL NOT EXCEED THE RATE OF INFLATION AS DETERMINED BY THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS

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### TERMS (cont'd):

(CPI-U)- U.S. CITY AVERAGE ALL ITEMS 1982-84=100 PUBLISHED BY THE BUREAU OF LABOR STATISTICS AT THE TIME OF THE REQUEST. THE STATE RESERVES THE RIGHT TO ADJUST THE SCOPE OF THE CONTRACT IN ORDER TO KEEP EXPENDITURES WITHIN AUTHORIZED APPROPRIATIONS. THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY THE OFFICE OF STATE PROCUREMENT AND THE CONTRACTOR. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS. THE OFFICE OF STATE PROCUREMENT RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. ANY CONTRACTS, WHICH ARE NOT RENEWED, MAY BE COMPETITIVELY RE-BID. 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 HEREUNDER. 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.

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

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;

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### TERMS (cont'd):

(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 BINDING 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  
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.

### ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR 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

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### TERMS (cont'd):

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.

B. THE ELECTRONIC TRANSACTION 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 DGS.STATEWIDECONTRACTSUSAGEREPORT@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%) ELECTRONIC TRANSACTION FEE.

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 (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT.

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### TERMS (cont'd):

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

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION# BPM021518 ARE INCORPORATED HEREIN BY REFERENCE.

0001            06003-000050            GL            7.9900

ANTI-FREEZE, BULK  
ANTI-FREEZE, BULK  
BULK RANGE 1- 300-1500 GALLONS TANK  
BULK RANGE 2- 1500-5000 GALLON TANK  
ANTIFREEZE SHALL BE SUITABLE FOR USE IN DIESEL ENGINES IN INTRA-CITY BUSES AND SHALL NOT REQUIRE PRECHARGE OF SUPPLEMENTAL COOLANT ADDITIVES. IT SHALL NOT REQUIRE SUPPLEMENTAL COOLANT ADDITIVES DURING THE CONTRACT EXCEPT ONE APPLICATION OF A RECHARGE PACKAGE (EXTENDER) AFTER THREE (3) YEARS. PRODUCT SHALL BE ETHYLENE GLYCOL AND A CARBOXYLATE INHIBITOR. ANTIFREEZE SHALL BE FREE OF BORON, NITRATES, SILICON, PHOSPHATES AND AMINES. INHIBITOR SHALL BE FORMULATED TO MAINTAIN AT LEAST 80% POTENCY AFTER THREE (3) YEARS. PRODUCT MUST PASS CUMMINS ENGINEERING STANDARD 14603 FOR USE IN HEAVY DUTY DIESEL APPLICATIONS.  
AN MSDS WILL BE REQUIRED FOR PRIOR APPROAVL BEFORE THE AWARD OF THE CONTRACT.

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

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

BUYER AUTHORIZED DESIGNEE