

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600040

PRINT DATE: 08/10/23

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| SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS | | |
| VENDOR ID: COMMODITIESUSA INC 10860 SPRING KNOLL DR POTOMAC, MD 20854 (800)600-9608 | REFER QUESTIONS TO: DAVID RENFRO (410)767-7064 DAVID.RENFRO@MARYLAND.GOV | |
| ITB: | EXPR DATE: 08/31/24 POST DATE: 07/27/23 | 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.

S T A T E W I D E C O N T R A C T
F O R
B A G G E D D E I C I N G M A T E R I A L

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

CONTRACT SCOPE:

TO SUPPLY THE STATE OF MARYLAND AND USING AUTHORITIES BAGGED DEICING MATERIAL FOR THE CONTRACT TERM EFFECTIVE SEPTEMBER 1, 2020 THROUGH AUGUST 31, 2023 WITH TWO(2) ONE(1) YEAR RENEWAL OPTIONS.

OPTION ONE TERM: SEPTEMBER 01, 2023 THROUGH AUGUST 31, 2024, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISION AND PRICE.

REGIONAL AREAS COVERED UNDER THIS CONTRACT:

- DISTRICT 1 - DORCHESTER, SOMERSET, WICOMICO, WORCESTER
- DISTRICT 2 - CAROLINE, CECIL, KENT, TALBOT, QUEEN ANNE'S
- DISTRICT 3 - MONTGOMERY, PRINCE GEORGE'S
- DISTRICT 4 - BALTIMORE COUNTY, BALTIMORE CITY, HARFORD
- DISTRICT 5 - CALVERT, CHARLES, ST. MARY'S, ANNE ARUNDEL
- DISTRICT 6 - ALLEGANY, GARRETT, WASHINGTON
- DISTRICT 7 - CARROLL, FREDERICK, HOWARD

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TERMS (cont'd):

VENDOR CONTACT: MARK SORESI
VENDOR PHONE: 703-599-8709
VENDOR EMAIL ADDRESS: TINTA@COMMODITIESUSA.NET

AGENCY CONTACT: DAVID RENFRO
AGENCY PHONE: 410-767-7064
AGENCY EMAIL ADDRESS: DAVID.RENFRO@MARYLAND.GOV

PROCEDURE:

USING AGENCY SHALL ISSUE A PURCHASE ORDER TO THE CONTRACTOR FOR COMMODITIES COVERED BY THIS CONTRACT. RELEASES SHALL BE MADE AS REQUEST BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS. THIS CONTRACT DOES NOT OBLIGATE THE STATE TO PURCHASE A MINIMUM OR MAXIMUM QUANTITY THROUGH THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS LISTED AND WILL BE PLACED DIRECTLY TO THE SUPPLIER BY THE AGENCY INDICATING DELIVERY POINT AND BILL TO ADDRESS.

DELIVERY:

DELIVERY SHALL BE MADE EXPEDIOUSLY AS POSSIBLE, F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE USING AGENCY FACILITY WITHIN THE AWARD REGION(S) OF THE STATE OF MARYLAND NO LATER THAN FIVE (5) BUSINESS DAYS UPON A.R.O. VENDOR SHALL CALL USING AGENCY (24 HRS) IN ADVANCE TO NOTIFY OF ANTICIPATED DELIVERY.

NOTE: ORDERS MUST BE FOR "FULL PALLET LOAD" FOR A MINIMUM BAGGED ORDER IN #6 MIL POLY BAGS OR EQUIVALENT.

NORMAL BUSINESS HOURS ARE MONDAY - FRIDAY, 7:30 A.M. - 3:30 P.M. UNLESS THE CONTRACTOR MAKES SPECIAL ARRANGEMENTS WITH THE RECEIVING FACILITY IN ADVANCE OF ANY ANTICIPATED DELIVERY DURING NON-BUSINESS HOURS WITHIN THE DELIVERY PERIOD.

CONTRACTORS MUST COMPLY WITH MARYLAND'S GREEN PURCHASING REPORTING REQUIREMENTS.

THE STATE OF MARYLAND RESERVES THE RIGHT TO REQUEST FROM THE CONTRACTOR MONTHLY SALES DATA OVER THE LIFE OF THIS CONTRACT. THIS INFORMATION MUST INCLUDE DETAILS ABOUT THE RECYCLED CONTENT, THIRD-PARTY SUSTAINABILITY CERTIFICATIONS, AND OTHER ENVIRONMENTAL ATTRIBUTES OF PRODUCTS AND SERVICES SOLD ON THIS PRICE AGREEMENT PER THE CONTRACT SPECIFICATIONS.

THIS INFORMATION WILL ENABLE MARYLAND STATE AGENCIES TO COMPLY WITH A R TITLE §14-405 OF THE ANNOTATED CODE OF MARYLAND AND COMAR 21.13.01.14, EFFECTIVE OCTOBER 1, 2014, WHICH REQUIRES MARYLAND STATE AGENCIES TO REPORT TO THE DEPARTMENT OF GENERAL SERVICES ON THEIR PROCUREMENT OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES.

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TERMS (cont'd):

TO FACILITATE CONSISTENT REPORTING ON TARGETED CONTRACTS, THE CONTRACTOR WILL BE PROVIDED WITH A VENDOR GREEN SALES REPORT TEMPLATE IF ONE IS PROVIDED BY THE MARYLAND DGS.

THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, NAME OF PRODUCT, ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, STATE AGENCY, THE CONTRACT TOTAL, DATE OF PURCHASE, QUANTITY PURCHASED, COST TO STATE, AND ENVIRONMENTALLY PREFERABLE PURCHASING ATTRIBUTES. 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.

THIS INFORMATION WILL ENABLE MARYLAND STATE AGENCIES TO COMPLY WITH ARTICLE §14-405 OF THE ANNOTATED CODE OF MARYLAND AND COMAR 21.13.01.14, EFFECTIVE OCTOBER 1, 2014, WHICH REQUIRES MARYLAND STATE AGENCIES TO REPORT TO THE DEPARTMENT OF GENERAL SERVICES ON THEIR PROCUREMENT OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES.

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 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.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD 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.

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.

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TERMS (cont'd):

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 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.

A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

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

(7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER A STATE. 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; (8) 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.

OFFICE OF STATE PROCUREMENT RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. ANY CONTRACTS, WHICH ARE NOT RENEWED, WILL BE COMPETITIVELY RE-BID. PICKUP RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

DELIVERY SHALL BE MADE EXPEDIOUSLY AS POSSIBLE, F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE USING AGENCY FACILITY WITHIN THE AWARD REGION(S) OF THE STATE OF MARYLAND NO LATER THAN FIVE (5) BUSINESS DAYS UPON A.R.O. VENDOR SHALL CALL USING AGENCY (24 HRS) IN ADVANCE TO NOTIFY OF ANTICIPATED DELIVERY.

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UNLESS CONTRACTOR MAKES SPECIAL ARRANGEMENTS WITH THE RECEIVING FACILITY IN ADVANCE OF ANY ANTICIPATED DELIVERY DURING NON-BUSINESS HOURS WITHIN THE DELIVERY PERIOD.

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.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # BPM020156/001IT821174 INCORPORATED HEREIN BY REFERENCE.

RETAIN IFB AND ANY ATTACHMENTS FOR FUTURE REFERENCE. VENDOR NAME, PHONE NUMBER AND EMAIL ADDRESS. AGENCY CONTRACT MONITOR NAME, PHONE NUMBER AND EMAIL ADDRESS.

LINE #0001 ON THIS BPO REPRESENTS ALL THE VARIETIES OF BAGGED DEICER PRODUCTS. SEE COMPLETE LISTING OF PRODUCTS WITH PRICING PER DISTRICTON T HE SUPPLIER PRICING LIST ATTACHMENT.

SEE CORRESPONDING PRICE LIST PER VENDOR FOR INDIVIDUAL ITEM PRICING.

0001 77545-270551 EA

BAGGED DEICER

VARIETY OF BAGGED DEICER PRODUCTS.

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE