

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600022

PRINT DATE: 07/21/23

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SHIP TO:		
AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: CARGILL INCORPORATED 24950 COUNTRY CLUB BLVD STE 450 NORTH OLMSTED, OH 44070 (800) 600-7258 EXT 4774	REFER QUESTIONS TO: DAVID RENFRO (410) 767-7064 DAVID.RENFRO@MARYLAND.GOV	
ITB: DGSR3600022	EXPR DATE: 08/31/26 POST DATE: 07/13/23	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.

 * STATEWIDE CONTRACT FOR SODIUM CHLORIDE/ROAD SALT *
 * ROCK AND SOLAR *
 * ALLEGANY COUNTY *

.
 DETAIL OF DELIVERY PRICE PER COUNTY IS LOCATED BELOW
 THIS IS A STATEWIDE CONTRACT AND MAY BE USED BY ALL STATE AGENCIES,
 COUNTIES, MUNICIPALITIES, AND OTHER ELIGIBLE ENTITIES.
 CONTRACT TERM: SEPTEMBER 1, 2023 THRU AUGUST 31, 2026
 THREE (3) YEARS.

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 OPTION TO RENEW: THE CONTRACT MAY BE UNILATERALLY EXTENDED FOR
 (2) TWO ADDITIONAL, (1) ONE YEAR PERIODS AT THE SAME TERMS AND
 CONDITIONS.

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 OPTION YEAR 1: SEPTEMBER 1, 2026 THRU AUGUST 31, 2027
 OPTION YEAR 2: SEPTEMBER 1, 2027 THRU AUGUST 31, 2028

.
 VENDOR NAME: CARGILL, INC.
 VENDOR CONTACT: TATYANA HUHN
 TELEPHONE: 800-600-7258
 VENDOR EMAIL ADDRESS: SALT_CUSTOMERCAREROADSAFETY@CARGILL.COM

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 THE PURPOSE OF THIS CONTRACT IS TO OBTAIN A SOURCE OF SUPPLY

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TERMS (cont'd):

TO PROVIDE, DELIVER AND UNLOAD SODIUM CHLORIDE (ROCK AND SOLAR SALT) FOR THE STATE AT A FIRM FIXED PRICE FOR THE TERM AS SHOWN HEREIN. ALL ROCK AND SOLAR SALT FURNISHED UNDER THIS CONTRACT SHALL COMPLY WITH THE SCOPE OF WORK DETAILED IN THE INVITATION FOR BID (IFB).

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QUALITY:

THIS CONTRACT IS SUBJECT TO CANCELLATION UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

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. .

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. EACH AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY MATERIAL DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S AT THE VENDOR'S EXPENSE FOR REPLACEMENT FOR CREDIT.

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AGENCIES RESERVES THE RIGHT TO SAMPLE MATERIAL AT ANY TIME. ACCEPTANCE TESTING WILL BE COMPLETED ON DELIVERED MATERIAL AS DETERMINED. THE MATERIAL MAY BE SUBJECT TO A WORKABILITY EVALUATION EITHER IN THE LAB OR IN THE FIELD. NON-CONFORMING MATERIALS WILL BE REJECTED WHETHER IN-PLACE OR NOT. THE VENDOR WILL REMOVE ALL AGGREGATES MATERIAL FROM INVENTORY ON HAND THAT FAILS TO MEET REQUIREMENTS AND REPLACE AT NO ADDITIONAL COST.

DELIVERIES:

ALL DELIVERIES WILL BE MADE ONLY DURING NORMAL WORKING HOURS (MONDAY - MONDAY - FRIDAY, 7:30AM-3:30PM), UNLESS THE SUPPLIER OBTAINS PRIOR VERBAL OR WRITTEN APPROVAL FROM AN MDOT SHA REPRESENTATIVE FOR A DELIVERY DURING NON-WORK HOURS. MDOT SHA WILL CONSIDER EXTENDED OR WEEKEND DELIVERY HOURS, OVERNIGHT IF NEEDED, PROVIDED THE VENDOR COMMITS TO A HIGH DELIVERY TONNAGE TO A SPECIFIC SALT STRUCTURE.

MATERIALS:

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TERMS (cont'd):

A. SODIUM CHLORIDE (ROCK SALT) OFFERED IN THIS BID SHALL MEET ALL THE REQUIREMENTS SET FORTH IN ASTM DESIGNATION.

D632-12 (OR LATEST REVISION THEREOF):

TYPE 1 - USED AS A PAVEMENT DEICER

GRADE 1 - STANDARD GRADING (PROVIDES A PARTICLE GRADING FOR GENERAL APPLICATION)

THE MOISTURE CONTENT OF SODIUM CHLORIDE (ROCK SALT) SHALL NOT EXCEED THREE PERCENT (3.0%) BY WEIGHT AT THE TIME OF DELIVERY. THE SODIUM

CHLORIDE (ROCK SALT) SHALL CONTAIN A MINIMUM OF 20 PARTS PER MILLION OF SODIUM FERRO CYANIDE UNIFORMLY MIXED THROUGHOUT THE ROCK SALT TO PREVENT CAKING.

B. SODIUM CHLORIDE (SOLAR SALT) OFFERED IN THIS BID SHALL MEET ALL THE REQUIREMENTS SET FORTH IN ASTM DESIGNATION.

D632-12 (OR LATEST REVISION THEREOF):

TYPE 1 - USED AS A PAVEMENT DEICER

GRADE 1 - STANDARD GRADING (PROVIDES A PARTICLE GRADING FOR GENERAL APPLICATION)

THE SODIUM CHLORIDE (SOLAR SALT) SHALL BE CREATED UTILIZING AN EVAPORATION PROCESS, OR EQUIVALENT PRACTICE, THAT WILL YIELD A 99% MINIMUM SODIUM CHLORIDE PRODUCT (1% OR LESS OF INSOLUBLE IMPURITIES). THE MOISTURE CONTENT OF SODIUM CHLORIDE (SOLAR SALT) SHALL NOT EXCEED

THREE PERCENT (3.0%) BY WEIGHT AT THE TIME OF DELIVERY. THE SODIUM CHLORIDE (SOLAR SALT) SHALL CONTAIN A MINIMUM OF 20 PARTS PER MILLION OF SODIUM FERRO CYANIDE UNIFORMLY MIXED THROUGHOUT THE SOLAR SALT TO PREVENT CAKING.

THE VENDOR SHALL FURNISH THE USING AGENCY WITH ITEMIZED INVOICES WITHIN FIFTEEN (15) DAYS AFTER DELIVERY/PICKUP OF MATERIAL.

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PAYMENT:

FOLLOWING DELIVERY AND ACCEPTANCE OF MATERIAL SHALL SUBMIT AN ORIGINAL INVOICE TO THE ORDERING AGENCY

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INVOICES:

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT. THIS PURCHASE IS FOR ROCK AND SOLAR ROAD SALTS FOR STATEWIDE AGENCIES FACILITIES ACROSS THE STATE.

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TERMS (cont'd):

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL 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 THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

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 FE 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.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6) (A) 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;

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TERMS (cont'd):

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.

(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 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.

VENDOR MUST INCLUDE THE BLANKET PURCHASE ORDER NUMBER ON ALL INVOICES.

THIS PURCHASE ORDER IS FOR NEW PRODUCTS/EQUIPMENT WHICH MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED PRODUCTS/EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED HEREIN.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # BPM036326/001IT821376 INCORPORATED HEREIN BY REFERENCE.

DELIVERY PRICING/PER TON:

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