BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600126 **PRINT DATE:** 11/21/19 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
CHEMUNG SUPPLY CORPORATION
PO BOX 527
2420 CORNING RD
ELMIRA, NY 14903
(607)733-5506

REFER QUESTIONS TO:

GWENDOLYN ADAMS
(410)767-7662
GWENDOLYN.ADAMS@MARYLAND.GOV

ITB:	**EXPR DATE:** 11/30/20 **POST DATE:** 10/15/19	**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.

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STATEWIDE CONTRACT
FOR
HYBRID CUTTING EDGES/BLADES

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THIS IS A STATEWIDE CONTRACT FOR HYBRID CUTTING EDGES/BLADES FOR THE STATE OF MARYLAND FACILITIES.

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS AGAINST CONTRACT 001B740025

CONTRACT TERM: DECEMBER 01, 2019 THROUGH NOVEMBER 30, 2020, WITH THE SAME TERMS, CONDITIONS AND PRICE.

VENDOR: CHEMUNG SUPPLY CORPORATION
VENDOR CONTACT: MIKE MENNER
VENDOR NUMBER: 607-732-5379
VENDOR EMAIL: MMENNER@CHEMUNGSUPPLY.COM

PRODUCT ACCEPTABILITY SHALL BE A SOLE DISCRETION OF THE STATE OF MARYLAND. STATE OF MARYLAND SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY PRODUCT DELIVERED AS A RESULT OF THIS AWARD

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

TERMS (cont'd):

WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

FOLLOWING DELIVERY AND ACCEPTANCE OF ALL PRODUCTS, CHEMUNG SUPPLY CORP SHALL SUBMIT AN ORGINAL INVOICE TO THE ORDERING AGENCY. REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEED FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS REQUIRED" BASIS.

PAYMENT:

PAYMENT TERMS TO BE NET, 30 DAYS. THE CONTRACTOR SHALL SUBMIT AN NVOICE TO AGENCY NO LATER THAN 15 DAYS AFTER DATE OF DELIVERY. ALL PRICES ARE TO BE DELIVERED F.O.B. CUSTOMER'S LOCATION. PRICE LISTED ON THE CONTRACT INCLUDES ALL FIXED COSTS PER BLADE FOR FURNISHING AND DELIVERYING THE EQUIPMENT TO THE LOCATIONS.

THE VENDOR MUST COMPLY WITH ALL FEDERAL AND STATE REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF CONTRACT AWARD.

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.

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600126 **PRINT DATE:** 11/21/19 **PAGE:** 03

TERMS (cont'd):

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 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 STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV, PROCUREMENT OFFICER AND EBONY SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.

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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.

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D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

EMM CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT (410) 767-1492 REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

TERMS (cont'd):

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

BPO/PO AS CONTRACT:

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN $200,000.
THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS,

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600126 **PRINT DATE:** 11/21/19 **PAGE:** 05

TERMS (cont'd):

AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS
OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION
OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT
OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT
OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE
THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT
OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT
AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR
COMMODITY CONTRACTS OVER $25,000" AND ALL SPECIFICATONS, TERMS AND
CONDITIONS OF SOLICITATION #001IT820422/MDDGS31029401 HEREIN BY
REFERENCE.

LINE #	STATE ITEM ID	U/M	UNIT COST		
0001	76006-100031	FT	98.2100		

SNOW PLOW CUTTING EDGES HYBRID

RUBBER,CERAMIC AND STEEL HYBRID BLADE
THE RUBBER CUTTING EDGE SHALL CONFORM TO THE FOLLOWING
CHARACTERISTICS:
1. THICKNESS IN WEAR AREA +/- 50MM, TOLERANCE +/- 2MM
2. HEIGHT IN WEAR AREA MINIMUM- 60MM
3. RUBBER MUST ENCAPSULATE CERAMIC INSERTS ENTIRELY WITH THE
EXCEPTION OF THE BOTTOM OF THE CUTTING EDGE.

CERMIC INSERTS

1. HARDNESS MINIMUM- 15,000 MPA USING VICKERS HV10 SCALE
2. FLEXURAL STRENGTH- MODULUS OF RUPTURE (MR) MUST EXCEED 300 MPA
3. AVERAGE GRAIN SIZE- 2 - 8 µM (MICROMETERS)
4. DENSITY MINIMUM- 3.65 G/CM^3

FINISHED BLADES

OVERALL BLADE DIMENSIONS:
1. OVERALL BLADE HEIGHT 197MM (TOLERANCE +/- 2MM)

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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BPO NO: 001B0600126 **PRINT DATE:** 11/21/19 **PAGE:** 06

LINE #	STATE ITEM ID	U/M	UNIT COST		

2. OVERALL BLADE THICKNESS 50MM (TOLERANCE +/- 2MM)
3. AS A RESULT OF VARYING PLOW WIDTHS, THE OVERALL BLADE LENGTH WILL B BE BASED ON INDIVIDUAL AGENCY PLOW REQUIREMENTS, HOWEVER THE FOLLOWING SECTIONS MUST BE PROVIDED AS STANDARD SECTIONS:
A. 3' (36")
B. 4' (48")
C. 5' (60")

ALL BLADES SHALL BE STRAIGHT AND FREE FROM FLAWS AND DEFECTS.
THE BLADES MUST HAVE A STEEL MOUNTING AREA WHICH ENABLES MOUNTING WITH AN IMPACT WRENCH AND WITHOUT ANY ADDITIONAL FIXING PLATE.

THE PERCENTAGE OF CERAMIC IN THE WEAR PART MUST BE MORE THAN 16% PER FOOT.

THE PERCENTAGE OF CERAMIC WITH CONTACT TO THE ROAD SHOULD NOT BE UNDER 19% PER FOOT.

EACH BLADE SECTION SHOULD BE STAMPED WITH THE NAME OF THE MANUFACTURER AND ENGRAVED SERIAL/PART NUMBER FOR QUALITY AND INVENTORY CONTROL PURPOSES.

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE