

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600346

PRINT DATE: 03/31/23

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: VALLEY SUPPLY & EQUIPMENT COMPANY INC 1109 MIDDLE RIVER RD BALTIMORE, MD 21220 (410)780-4000	REFER QUESTIONS TO: DAVID RENFRO (410)767-7064 DAVID.RENFRO@MARYLAND.GOV
ITB:	EXPR DATE: 06/08/24 POST DATE: 03/31/23
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

TRAILER MOUNTED ASPHALT RECYCLER & HEATED STORAGE TRAILER

*
THIS IS AN INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT TO SUPPLY THE STATE OF MARYLAND AND USING AUTHORITIES TRAILER MOUNTED ASPHALT RECYCLER & HEATED STORAGE TRAILERS.

*
THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS.
OPTIONS ONE TERM: JUNE 9, 2023 THROUGH JUNE 08, 2024, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

.
VENDOR: VALLEY SUPPLY & EQUIPMENT COMPANY INC
VENDOR CONTACT: BRANDON KLEIN
VENDOR EMAIL: BKLEIN@VALLEYSUPPLYEQUIPMENT.COM
VENDOR NUMBER: 443-506-5408

*
PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. ANY EQUIPMENT 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 TO THE VENDOR.

*
THE STATE RESERVES THE RIGHT TO INSPECT EACH LOAD PRIOR TO ACCEPTANCE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600346

PRINT DATE: 03/31/23

PAGE: 02

TERMS (cont'd):

BY THE STATE, FOR COMPLIANCE WITH THE SPECIFICATIONS HEREIN.
INSPECTION MAY BE MADE BY AN AUTHORIZED REPRESENTATIVE OF THE STATE
AT THE SOURCE OF SUPPLY, POINT OF DELIVERY, OR BOTH.

*

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.

*

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
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.

*

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. DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV

*

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, THIRTY (30) DAYS AFTER THE END OF
EACH REPORTING PERIOD. 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.

*

REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO
\$10,000.00 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL

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PAGE: 03

TERMS (cont'd):

VALUE, WHICHEVER IS HIGHER. PURCHASES BY OTHER ENTITIES:
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS. 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
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.

*

THE CONTRACTOR SHALL ENSURE THAT THE ENTIRE SYSTEM IS WARRANTED FOR
A PERIOD OF 2 (TWO) YEARS FOR THE MACHINE AND LIFETIME FOR THE TRAILER
FRAME. THE CONTRACTOR SHALL PROVIDE ALL THE MATERIAL AND LABOR ON THE
REPLACEMENT AND REPAIRS OF ANY PARTS/EQUIPMENT COMPONENT. THE
WARRANTY PERIOD SHALL START FROM THE ORDERING AGENCY'S ACCEPTANCE
DATE OF THE EQUIPMENT.

*

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. UPON RENEWAL, THE EXISTING

*** CONTINUED, NEXT PAGE ***

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STATE OF MARYLAND

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PRINT DATE: 03/31/23

PAGE: 04

TERMS (cont'd):

CONTRACT TERMS AND CONDITIONS WILL APPLY.

*

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 # BPM017668/001IT821107 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.

0001 75535 EA 45,460.0000

ASPHALT PAVERS, TOWED TYPE

ASPHALT HOT BOX AND RECYCLER PER SPECIFICATION J02-20-31-ARHB

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE