

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600400

PRINT DATE: 07/06/23

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: INDOFF INC 2 SINGLETREE CT 11816 LACKLAND RD PARKTON, MD 21120 (410)215-7442	REFER QUESTIONS TO: MONICA FRANKLIN (410)767-4497 MONICA.FRANKLIN1@MARYLAND.GOV	
ITB: 001IT821327	EXPR DATE: 05/31/26 POST DATE: 06/21/23	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

COMMERCIAL WASHERS AND DRYERS

THIS IS A THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS, STARTING JUNE 01, 2023 THROUGH MAY 31, 2026

OPTION YEAR ONE: JUNE 01, 2026 - MAY 31, 2027

OPTION YEAR TWO: JUNE 01, 2027 - MAY 31, 2028

VENDOR CONTACT: MATTHEW GOLDKAMP
VENDOR EMAIL: MATT.GOLDKAMP@INDOFF.COM
VENDOR PHONE: 800-991-8480 EXT. 1411

AGENCY CONTACT: AMY CLARK
AGENCY EMAIL: AMY.CLARK1@MARYLAND.GOV
AGENCY PHONE: 410-336-7776

FURNISH COMMERCIAL, HIGH PERFORMANCE WASHERS AND DRYERS, SHIPPED AS COMPLETE UNITS, FACTORY ASSEMBLED. ALL COMMERCIAL WASHERS AND DRYERS WILL MEET THE FOLLOWING SPECIFICATIONS:

A. TYPES OF COMMERCIAL WASHERS:

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TERMS (cont'd):

1. SPEED QUEEN MODEL #LWN432SP115TW01 (OR EQUAL) COMMERCIAL TOP LOAD, WHITE COLOR
2. SPEED QUEEN MODEL #SWNMN2P115TW01 (OR EQUAL) COMMERCIAL TOP LOAD, WHITE COLOR
3. MAYTAG MODEL #MHN33PRCWW (OR EQUAL) COMMERCIAL TOP LOAD, WHITE COLOR

B. TYPES OF COMMERCIAL DRYERS:

1. SPEED QUEEN MODEL #LDE30RGS173TW01 (OR EQUAL) -DRYER
WHITE COLOR, ELECTRIC
2. SPEED QUEEN MODEL #SDEMNRGS173TW01 (OR EQUAL) - DRYER,
WHITE COLOR, ELECTRIC
3. MAYTAG MODEL #MDE20MNBYW (OR EQUAL) DRYER, WHITE, ELECTRIC
4. MAYTAG MODEL #MDE20MNAGW (OR EQUAL) DRYER, WHITE, ELECTRIC

C. WARRANTY:

*WARRANTY OF ALL NEW EQUIPMENT: 5 YEARS ON THE FRAME, BASKET, SHAFT, BEARING AND SEALS OF WASHER/EXTRACTORS

*3 YEARS ON ALL PARTS

*90 DAYS ON LABOR

NOTE

DELIVERY WILL BE ARRANGED WITH AGENCY.
QUOTE FOR DELIVERY FEE WILL BE REQUESTED FOR EACH ORDER.
SHIPMENTS WILL BE MADE VIA LOADING DOCK.

INVOICES:

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

DELIVERY:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES INDOFF, INC. SHALL SUBMIT AN

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TERMS (cont'd):

ORIGINAL INVOICE TO THE ORDERING AGENCY FOR PAYMENT. THIS BLANKET PURCHASE ORDER IS FOR COMMERCIAL WASHERS AND DRYERS WHICH SHALL BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED ITEMS WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED HEREIN.

USAGE REPORTS:

THE STATE OF MARYLAND AND DEPARTMENT OF GENERAL SERVICES OFFICE OF STATE PROCUREMENT HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THE CONTRACT EVERY SIX MONTHS BEGINNING WITH THE "START DATE" A USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEMS DESCRIPTION, QUANTITY PURCHASES, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO DEPARTMENT OF GENERAL SERVICES:

DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

1% PROCESSING FEE:

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING 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 PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICE DIVISION, 301 W. PRESTON STREET, ROOM 1309 BALTIMORE, MARYLAND 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH, ALONG WITH THE USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO:

DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV

FAILURE TO REMIT PROCESSING 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

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TERMS (cont'd):

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.

PURCHASES BY OTHER ENTITITES-INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-1 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
- (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.
 - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC 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 AS DESCRIBED ABOVE 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 (4) MAY BE

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TERMS (cont'd):

SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

RETAIN IFB AND ANY ATTACHMENTS FOR FUTURE REFERENCE.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$50,000.00" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION 001IT821327/BPM031327. INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	50095	EA	905.0000	
WASHING MACHINES SPEED QUEEN MODEL LWN432SP115TW01 (OR EQUAL) COMMERCIAL TOP LOAD COLOR: WHITE				
0002	50095	EA	905.0000	
WASHING MACHINES SPEED QUEEN MODEL SWNMN2P115T201 (OR EQUAL) COMMERCIAL TOP LOAD COLOR: WHITE				
0003	50095	EA	1,769.0000	

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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WASHING MACHINES
MAYTAG MODEL
MHN33PRCWW (OR EQUAL)
COMMERCIAL TOP LOAD
COLOR: WHITE

0004	04592-000000	EA	779.0000	
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DRYERS
SPEEN QUEEN MODEL
LDE30RGS173TW01 (OR EQUAL)
COLOR: WHITE
ELECTRIC

0005	04592-000000	EA	779.0000	
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DRYERS
SPEEN QUEEN MODEL
SDEMNRGS173TW01 (OR EQUAL)
COLOR: WHITE
ELECTRIC

0006	04592-000000	EA	858.0000	
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DRYERS
MAGTAG MODEL
MDE20MNBYW (OR EQUAL)
COLOR: WHITE
ELECTRIC

0007	04592-000000	EA	858.0000	
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DRYERS
MAYTAG MODEL
MDE20MNAGW (OR EQUAL)
COLOR: WHITE
ELECTRIC

END OF ITEM LIST

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TERMS (cont'd):

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE