

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B1600484

PRINT DATE: 06/07/21

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: BRAD'S FUEL FILTERING INC 3515 MARMENCO COURT STE 210 BALTIMORE, MD 21230 (410)834-5000	REFER QUESTIONS TO: ALLEGRA DAYE (410)767-4032 ALLEGRA.DAYE1@MARYLAND.GOV	
ITB: 001IT821238	EXPR DATE: 06/06/24 POST DATE: 06/07/21	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.

MARYLAND STATEWIDE CONTRACT
FOR
TANK CLEANING & FUEL POLISHING

VENDOR CONTACT: BRAD BETTENCOURT
VENDOR ADDRESS: 3515 MARMENCO COURT, BALTIMORE, MD 21230
VENDOR PHONE: 410-834-5000
VENDOR FAX: 410-305-7807
VENDOR E-MAIL: BRAD@BRADSFUELFILTERING.COM

TERM OF CONTRACT: THREE (3) YEARS W/TWO (2) ONE (1) YEAR RENEWALS

BASE TERM: JUNE 7, 2021 - JUNE 6, 2024
OPTION YEAR ONE: JUNE 7, 2024 - JUNE 6, 2025
OPTION YEAR TWO: JUNE 7, 2025 - JUNE 6, 2026

SCOPE:

THE PURPOSE OF THIS CONTRACT IS TO PROVIDE CLEANING OF ABOVEGROUND AND UNDERGROUND FUEL STORAGE TANKS. TO INCLUDE THE PURIFICATION OF THE FUEL CONTAINED WITHIN THE TANKS TO THE RESPECTIVE ASTM FUEL QUALITY STANDARDS. YPES OF FUELS TO BE INCLUDED (BUT NO LIMITED TO) ARE #2 DIESEL, #2 HEATING OIL, #2 DIESEL/BIODIESEL BLENDS UP TO 20% (B20) AND GASOLINE (E-10).

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TERMS (cont'd):

VENDOR SHALL MAINTAIN ALL CURRENT FEDERAL AND STATE MDE AND EPA LICENSES TO PERFORM TANK CLEANING SERVICES. MUST BE ELIGIBLE TO PERFORM WORK IN THE STATE OF MARYLAND.

CONTRACTOR MUST MEET ALL FEDERAL EPA, OSHA, AND MDE GUIDELINES IN THE PERFORMANCE OF WORK AND PROPER HANDLING AND DISPOSAL OF WASTE AND OR CONTAMINATED MATERIALS. MDOT SHA WILL NOT RECEIVE ANY MATERIALS, PRODUCTS, OR CHEMICALS.

THE CUSTOMER RESERVES THE RIGHT TO INSPECT THE CONTRACTOR'S EQUIPMENT, POLICIES, AND TRAINING DOCUMENTATION AND TO PERFORM SUCH INVESTIGATIONS AS MAY BE DEEMED NECESSARY TO INSURE THAT COMPETENT, TRAINED PERSONNEL, AND MANAGEMENT WILL BE UTILIZED IN THE PERFORMANCE OF THE CONTRACT.

PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (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.

2. THE PROCESSING 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 ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. 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 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 ENTITIES - INDEFINITE QUANTITY CONTRACTS:

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

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TERMS (cont'd):

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.
 - (B) 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 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 MAY BE 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.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #BPM023174/001IT821238 INCORPORATED HEREIN BY REFERENCE.

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TERMS (cont'd):

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	92974	EA	36,450.8000		

TANKS: MOBILE, PORTABLE, AND STATIONARY (INCLUDES RELINING)

REGION #1 - GARRETT, ALLEGANY, WASHINGTON COUNTIES

0002	92974	EA	31,400.8000		
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TANKS: MOBILE, PORTABLE, AND STATIONARY (INCLUDES RELINING)

REGION #2 - FREDERICK, CARROLL COUNTIES

0003	92974	EA	31,825.8000		
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TANKS: MOBILE, PORTABLE, AND STATIONARY (INCLUDES RELINING)

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REGION #3 - HOWARD, BALTIMORE, ANNE ARUNDEL COUNTIES, AND
BALTIMORE CITY

0004	92974	EA	33,400.8000
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AUTOMOBILES AND STATION WAGONS

REGION #4 - MONTGOMERY, PRINCE GEORGES, CHARLES, CALVERT,
ST. MARY'S COUNTIES

0005	92974	EA	33,150.7100
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TANKS: MOBILE, PORTABLE, AND STATIONARY (INCLUDES RELINING)

REGION #5 - HARFORD, CECIL COUNTIES

0006	92974	EA	33,150.7100
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TANKS: MOBILE, PORTABLE, AND STATIONARY (INCLUDES RELINING)

REGION #6 - KENT, TALBOT, CAROLINE, QUEEN ANNES COUNTIES

0007	92974	EA	35,650.7100
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TANKS: MOBILE, PORTABLE, AND STATIONARY (INCLUDES RELINING)

REGION #7 - DORCHESTER, WICOMICO, SOMERSET, WORCESTER COUNTIES

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE