

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600465

PRINT DATE: 06/08/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

SPAULDING MFG INC
5366 EAST RD

SAGINAW, MI 48601
(989) 777-4550

REFER QUESTIONS TO:

MILTON FERGUSON
(410) 767-4612
ALEX.FERGUSON@MARYLAND.GOV

ITB: DGSR0600076

EXPR DATE: 06/08/23
POST DATE: 06/05/20

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

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

*

BASE YEARS: JUNE 8, 2020 - JUNE 7, 2023
OPTION YEAR ONE: JUNE 8, 2023 - JUNE 7, 2024
OPTION YEAR TWO: JUNE 8 2024 - JUNE 7, 2025

*

VENDOR: SPAULDING MFG, INC.
VENDOR CONTACT: LINDA KWAPIS
VENDOR NUMBER: 989-777-4550
VENDOR EMAIL: LINDA@SPAULDINGMFG.COM

*

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.

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THE STATE RESERVES THE RIGHT TO INSPECT EACH LOAD PRIOR TO ACCEPTANCE
BY THE STATE, FOR COMPLIANCE WITH THE SPECIFICATIONS HEREIN.

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TERMS (cont'd):

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.

*

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.

*

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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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 VALUE, WHICHEVER IS HIGHER. PURCHASES BY OTHER ENTITIES:

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TERMS (cont'd):

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).

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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.

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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 CONTRACT TERMS AND CONDITIONS WILL APPLY.

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TERMS (cont'd):

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

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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.

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RETAIN IFB AND ANY ATTACHMENTS FOR FUTURE REFERENCE. VENDOR NAME, PHONE NUMBER AND EMAIL ADDRESS. AGENCY CONTRACT MONITOR NAME, PHONE NUMBER AND EMAIL ADDRESS.

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ASPHALT PAVERS, TOWED TYPE

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

_____ END OF ITEM LIST _____

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE