

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600289

PRINT DATE: 09/10/24

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: MOXLEYS WELDING & MACHINE SERVICE INC 3601 CONOWINGO RD STREET, MD 21154 (410)879-2400	REFER QUESTIONS TO: MONICA FRANKLIN (410)767-4497 MONICA.FRANKLIN1@MARYLAND.GOV	
ITB: 001IT821400	EXPR DATE: 05/08/27 POST DATE: 05/10/24	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 (INDEFINITE QUANTITY)
FOR

SNOW MANAGEMENT EQUIPMENT PARTS

THIS IS A THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

BASE YEAR: MAY 9, 2024 THROUGH MAY 8, 2027

OPTION YEAR ONE: MAY 09, 2027 THROUGH MAY 8, 2028

OPTION YEAR TWO: MAY 09, 2028 THROUGH MAY 8, 2029

VENDOR CONTACT:ASHLEY BUSCH
VENDOR EMAIL:ASHLEYSOXLEY@MOXLEYS.COM
VENDOR PHONE: 410-879-2400

AGENCY CONTACT:THOMAS SMITH
AGENCY EMAIL:TSMITH4@MDTA.STATE.MD.US
AGENCY PHONE: 410-537-8493

THE PURPOSE OF THIS SPECIFICATION IS TO DETAIL THE MINIMUM BASIC REQUIREMENTS FOR THE PROVISION OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) REPAIR AND REPLACEMENT PARTS FOR SNOW MANAGEMENT EQUIPMENT INSTALLED ON VARIOUS TYPES OF STATE TRUCKS FOR SNOW EMERGENCY REMOVAL ACTIVITIES. FOR THIS SOLICITATION, OEM PARTS ARE DEFINED AS ANY PART OR ITEM INSTALLED ON EQUIPMENT AS

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TERMS (cont'd):

ORIGINALLY PURCHASED BY THE USING AGENCY REGARDLESS OF ORIGIN.

THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE FOR INDEFINITE QUANTITY. ORDERS AS REQUIRED WILL BE PLACED BY AN AUTHORIZED DESIGNEE ON AN AS-NEEDED BASIS AND DOES NOT GUARANTEE ANY MINIMUM OR MAXIMUM QUANTITIES.

THE CONTRACT(S) AWARDED AS A RESULT OF THIS SOLICITATION MUST BE OEM PARTS UNLESS THE SPECIFIED MANUFACTURER'S PART IS DISCONTINUED OR BECOMES UNAVAILABLE FROM THE MANUFACTURER. IN THE EVENT A SPECIFIED MANUFACTURER'S PART IS DISCONTINUED OR BECOMES UNAVAILABLE FROM THE MANUFACTURER FOR ANY REASON, THE CONTRACTOR MAY OFFER A SUBSTITUTE PRODUCT AS RECOMMENDED BY THE MANUFACTURER. DOCUMENTATION FROM THE MANUFACTURER ATTESTING TO THE UNAVAILABILITY OR DISCONTINUATION OF THE OEM PART AND THE ACCEPTABILITY OF THE REPLACEMENT PART MUST BE PROVIDED TO THE AGENCY BUYER OR THEIR DESIGNEE.

ALL ITEMS MUST BE NEWLY MANUFACTURED AND DELIVERED IN THE MANUFACTURER'S INDIVIDUAL ORIGINAL STANDARD PACKAGE, CLEARLY MARKED AS TO PART NUMBER AND CONTENTS. NO AFTERMARKET, REMANUFACTURED, OR RECONDITIONED PARTS SHALL BE ACCEPTED.

PERCENTAGE OFF MSRP CATALOG PRICE FOR THE FOLLOWING MANUFACTURERS:

BOSS PRODUCTS

VALK MANUFACTURING

MEYER PLOWS

HENDERSON PRODUCTS
GALION-GODWIN TRUCK BODY CO.

FORCE AMERICA HYDRAULICS

CERTIFIED POWER SOLUTIONS

MUNCIE POWER PRODUCTS

MAILHOT INDUSTRIES

MULAG USA

BUYERS PRODUCTS

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TERMS (cont'd):

SWENSON PRODUCTS

PIONEER TARP SYSTEMS

ROLL-RITE

PARKER-CHELSEA

VIBCO PRODUCTS

ROAD WATCH

SNOW-EX PRODUCTS

WAUSAU EQUIPMENT

J-TECH

HENKE MANUFACTURING

GLEDHILL PLOWS (GLEDHILL ROAD MACHINERY CO.)

VIKING-CIVES

VARITECH INDUSTRIES

GUARANTEE:

THE BIDDER GUARANTEES THAT THE PARTS OFFERED ARE GENUINE STANDARD NEW STOCK PRODUCT SPECIFICALLY DESIGNED AND MANUFACTURED FOR USE WITH ORIGINAL EQUIPMENT; ALSO, THAT NO PART WILL BE SUBSTITUTED CONTRARY TO THE MANUFACTURER'S RECOMMENDATION. EVERY REPLACEMENT PART DELIVERED WILL BE GUARANTEED AGAINST FAULTY MATERIAL AND WORKMANSHIP IN ACCORDANCE WITH THE MANUFACTURER'S STANDARD WARRANTY. ANY FAULTY PART WILL BE IMMEDIATELY REPLACED BY THE CONTRACTOR WITHOU ANY COST TO THE STATE.

PARTS AVAILABILITY:

THE CONTRACTOR SHALL SUPPLY STOCK PARTS WITHIN 48 HOURS OF ORDER WITH THE EXCEPTION OF EMERGENCY DELIVERY OR IN-STORE PICK-UP.

DELIVERY:

THERE SHALL BE THREE (3) OPTIONS FOR PARTS DELIVERY:

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TERMS (cont'd):

F.O.B. DESTINATION WITHIN 48 HOURS OF ORDER FOR IN-STOCK PARTS OR 72 HOURS FOR NON-STOCK PARTS.

FOR EMERGENCIES, PARTS SHALL BE DELIVERED WITHIN FOUR (4) HOURS OF ORDERING IF THE PARTS ARE A STOCK ITEM.

PLACED IN "WILL CALL" FOR PICK UP AT CONTRACTOR'S LOCATION.

NO ADDITIONAL CHARGES WILL BE ALLOWED FOR ANY TRANSPORTATION COSTS RESULTING FROM PARTIAL SHIPMENTS MADE AT CONTRACTOR'S CONVENIENCE WHEN A SINGLE SHIPMENT IS ORDERED. DELIVERY INSTRUCTIONS SHALL BE SPECIFIED BY THE STATE AGENCY AT THE TIME OF EACH PURCHASE.

SHIPPING CHARGES SHALL BE THE RESPONSIBILITY OF THE USING AGENCY FOR NON-STOCK ITEMS.

WARRANTY:

CONTRACTOR SHALL PROVIDE THE MANUFACTURER'S STANDARD WARRANTY FOR ALL COMPONENTS AND EQUIPMENT AGAINST DEFECTS FOLLOWING ACCEPTANCE BY THE STATE AGENCY. WITHIN THE WARRANTY PERIOD, THE CONTRACTOR SHALL GUARANTEE TO REPAIR AND/OR REPLACE ALL EQUIPMENT AS A RESULT OF DEFECTIVE MATERIAL AND COVER ONE HUNDRED PERCENT (100%) PARTS. THE END USER SHALL NOT BE REQUIRED TO DEAL WITH WARRANTY ISSUES WITH ANYONE OTHER THAN THE CONTRACTOR.

INVOICING:

ALL INVOICES SHALL BE SENT TO THE LOCATION SPECIFIED AT THE TIME OF EACH ORDER. IN ADDITION TO THE INFORMATION REQUIRED PER SECTION B, NO. 20, ALL INVOICES MUST INCLUDE THE FOLLOWING INFORMATION:

- *CONTRACT NUMBER
- *STATE OF MARYLAND PURCHASE ORDER NUMBER OR FULL NAME OF PERSON PLACING THE ORDER IF A CREDIT CARD IS USED
- *THE MANUFACTURER'S SUGGESTED RETAIL PRICE.
- *PERCENTAGE OF DISCOUNT; AND DISCOUNTED PRICE FOR THAT ITEM.

USAGE REPORT:

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

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TERMS (cont'd):

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 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

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TERMS (cont'd):

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 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 \$100,000.00" AND ALL SPECIFICATIONS,

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TERMS (cont'd):

TERMS AND CONDITIONS OF SOLICITATION 001IT821400/BPM038513.
INCORPORATED HEREIN BY REFERENCE.

*****DISCOUNT PERCENTAGE OFF MANUFACTURER PRODUCT LINE*****

LINE 1:BOSS PRODUCTS
PERCENTAGE:17%

LINE 2:VALK MANUFACTURING
PERCENTAGE:5%

LINE 3:MEYER PLOWS
PERCENTAGE:15%

LINE 4:GALION-GODWIN TRUCK BODY COMPANY
PERCENTAGE:1%

LINE 5:FORCE AMERICA HYDRAULICS
PERCENTAGE:14%

LINE 6:CERTIFIED POWER SOLUTIONS
PERCENTAGE:16%

LINE 7:BUYER PRODUCTS
PERCENTAGE:15%

LINE 8:SWENSON PRODUCTS
PERCENTAGE:9%

LINE 9:PIIONEER TARP SYSTEMS
PERCENTAGE:5%

LINE 10:ROLL RITE
PERCENTAGE:5%

LINE 11:PARKER-CHELSEA
PERCENTAGE:5%

LINE 12:VIBCO PRODUCTS
PERCENTAGE:3%

LINE 13:ROAD WATCH
PERCENTAGE:2%

LINE 14:GLEDHILL PLOWS (GLEDHILL ROAD MACHINERY COMPANY)
PERCENTAGE:5%

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