

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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BPO NO: 001B1600441

PRINT DATE: 04/28/21

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<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> KUEPER NORTH AMERICA LLC 171 CHURCH ST STE 300 CHARLESTON, SC 29401 (843 )723-7361	<b>REFER QUESTIONS TO:</b> MATTHEW SMITH (410 )767-3039 MATTHEW.SMITH2@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 05/15/24 <b>POST DATE:</b> 04/28/21	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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.

\*\*\*\*\*  
INDEFINITE DELIVERY INDEFINITE QUANTITY  
STATEWIDE CONTRACT FOR  
CONSTRUCTION & WINTER VEHICLE PARTS  
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CONTRACT PERIOD: THIS CONTRACT WILL BE FOR A THREE (3) YEAR PERIOD, BEGINNING MAY 15, 2021 AND ENDING MAY 14, 2024 WITH TWO (2) ONE YEAR RENEWAL OPTIONS UPON THE WRITTEN CONSENT OF THE USING AGENCY, THE VENDOR AND THE DEPARTMENT OF GENERAL SERVICES.

VENDOR CONTACT: PATRICIA SCHUSTER  
VENDOR EMAIL: PSCHUSTER@KUEPERBLADES.COM  
VENDOR PHONE: 843-723-7361

RELEASE CLAUSE: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USEAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITES. RELEASE SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

DESIGNATED AGENCY & ADDITIONAL USER CLAUSE: STATE HIGHWAY ADMINISTRATION, MARYLAND TRANSPORTATION AUTHORITY AND OTHER STATE AND LOCAL MUNICIPAL DIVISIONS ARE AUTHORIZED TO PURCHASE FROM THIS CONTRACT.

ELECTRONIC TRANSACTION FEE:

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### TERMS (cont'd):

1. 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.

2. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO: DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

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 PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

4. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

PURSUANT TO ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN SIX (6) 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 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.

(I) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(II) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO

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### TERMS (cont'd):

BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

7. 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 AGAINST 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 #001IT821223 / BPM022818 INCORPORATED HEREIN BY REFERENCE.

PRODUCTS BELOW REPRESENT FULL KUEPER PRODUCT LINE AND PERCENTAGE OFF MSRP OF EACH ITEM.

1. KUEPER GK5 - RUBBER/CERAMIC SNOW PLOW - 23% OFF MSRP
2. KUEPER POLY MIDDLE PIECE FOR GK5 ON VPLOWS - 15% OFF MSRP
3. KUEPER CURB GUARDS FOR GK5 BLADES - 10% OFF MSRP
4. KUEPER TUCA SX WAVE CARBIDE/STEEL SNOW PLOW BLADES - 16% OFF MSRP
5. KUEPER BLADE SAVER PLUS/CURB GUARD FOR TUCA SX WAVE BLADES - 15% OFF MSRP
6. KUEPER BLADE SAVER PLATE FOR TUCA SX WAVE BLADES - 17% OFF MSRP
7. KUEPER XT ARMORED ENHANCED SINGLE EGE CARBIDE SNOW PLOW BLADES - 17% OFF MSRP
7. KUEPER XT ARMORED ENHANCED SINGLE EGE CARBIDE SNOW PLOW BLADES - 17% OFF MSRP
8. KUEPER BLADE SAVER/CURB GUARDS FOR XT BLADES - 10% OFF MSRP

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
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CONSTRUCTION MANAGEMENT  
KUEPER PRODUCT LINES - VARIOUS PERCENTAGE OFF MSRP OF KUEPER  
PRODUCTS. REFER TO BPO FOR SPECIFICATIONS.

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

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**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE