

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\* DRAFT \*\*\*\*

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

BPO NO: 001B2600321

PRINT DATE: 02/14/22

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<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> ATLANTIC MACHINERY INC 2628 GARFIELD AVE 2628 GARFIELD AVE SILVER SPRING, MD 20910 (301 )585-0800	<b>REFER QUESTIONS TO:</b>  MIKE MYERS (410 )767-4600 MIKE.MYERS@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 11/16/25 <b>POST DATE:</b>	<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.

\*\*\*STATEWIDE CONTRACT FOR SCHWARZE STREET SWEEPERS AND RELATED EQUIPMENT AND ACCESSORIES\*\*\*

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA) FOR SOURCEWELL CONTRACT 093021-SWZ WITH SCHWARZE INDUSTRIES, INC FOR STREET SWEEPERS AND RELATED EQUIPMENT AND ACCESSORIES.

SOURCEWELL CONTRACT WILL BE SERVICED BY ATLANTIC MACHINERY, INC.

VENDOR CONTACT:  
ATLANTIC MACHINERY, INC  
TREVOR GARDNER  
TGARDNER@ATLANTICMACHINERYINC.COM  
301-585-0800

ORDERING INSTRUCTIONS:  
CONTACT MJ DUBOIS AT MJDUBOIS@DUCOLLC.COM FOR A QUOTATION AND LETTER AUTHORIZING THE USER TO ISSUE A PO DIRECTLY TO ATLANTIC MACHINERY, INC.

PROVIDE MJ DUBOIS WITH A COPY OF THE PO ISSUED TO ATLANTIC MACHINERY

EXHIBITS AND ORDER OF PRECEDENCE:  
THE FOLLOWING EXHIBITS ARE INCORPORATED INTO THIS BPO BY REFERENCE:  
EXHIBIT A: TERMS AND CONDITIONS

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### TERMS (cont'd):

EXHIBIT B: CONTRACT AFFIDAVIT

EXHIBIT C: PARTICIPATING ADDENDUM BETWEEN THE STATE AND SCHWARZE INDUSTRIES, INC

EXHIBIT D: MASTER AGREEMENT BETWEEN SCHWARZE AND SOURCEWELL

IN THE EVENT OF ANY CONFLICTS OR INCONSISTENCIES BETWEEN THIS BPO AND ITS EXHIBITS, THE BPO SHALL GOVERN. IN THE EVENT OF ANY CONFLICTS OR INCONSISTENCIES BETWEEN THE BPO'S EXHIBITS, THE ABOVE-LISTED ORDER OF PRECEDENCE SHALL DETERMINE THE PREVAILING PROVISION (I.E., EXHIBIT A SHALL TAKE PRECEDENCE OVER EXHIBIT B, EXHIBIT B SHALL TAKE PRECEDENCE OVER EXHIBIT C, AND EXHIBIT C SHALL TAKE PRECEDENCE OVER EXHIBIT D). NOTWITHSTANDING THE FOREGOING, THE VENDOR IS BOUND BY SOURCEWELL'S RECORD RETENTION PERIOD AND NOT THE STATE'S.

#### CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

#### PRICING:

PRICING PER ATTACHED SOURCEWELL PRICE LISTS. REQUESTS FOR INCREASES MUST BE APPROVED BY SOURCEWELL PRIOR TO BEING CONSIDERED BY THE STATE.

#### DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRATOR'S CONTROL. THE STATE MAY UNILATERALLY ORDER, IN WRITING, THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES ELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB DESTINATION TO THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIAL SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPALCE THE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS ON THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

#### PURCHASES BY OTHER ENTITIES- INDEFINITE QUANTITY CONTRACTS:

A. PURSUANT TO THE ANNOTATED CODE OF MARYLAND STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 4-316, EXCEPT AS PROVIDED IN (B) THE

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### TERMS (cont'd):

FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT:

- (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 INDEPENDANT 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 LEARNING UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

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

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) 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 ENFORCABLE 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.

(E) CONTRACTOR BEARS THE RISK OF DETERMING 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.

### ELECTRONIC TRANSACTION FEE:

A. 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 DITECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

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### TERMS (cont'd):

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON ST, 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.

#### (1) USAGE REPORT:

A. A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY ONE HUNDRED TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AT A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE 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 THE 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 DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRD BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

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

#### MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
0001	76577-900010	EA			

VACUUM STREET SWEEPER  
SCHWARZE INDUSTRIES- STREET SWEEPERS AND RELATED EQUIPMENT AND  
SUPPLIES.

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

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

BUYER AUTHORIZED DESIGNEE