

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400190

PRINT DATE: 12/31/15

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: RATHELL FARM EQUIP CO INC 12682 OLD SKIPTON RD CORDOVA, MD 21625 (410)822-1772	REFER QUESTIONS TO: IRIS LESTER (410)767-4612 IRIS.LESTER@MARYLAND.GOV	
ITB:	EXPR DATE: 12/31/16 POST DATE: 12/31/15	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

O.E.M. ALAMO MOWER REPAIR PARTS

CONTRACT SCOPE: CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEED FOR O.E.M ALAMO MOWER REPAIR PARTS FOR THE PERIOD SPECIFIED. THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. THIS IS THE FINAL RENEWAL OPTION.

CONTRACT PERIOD: JANUARY 1, 2016 THRU DECEMBER 31, 2016 (1 YEAR)
WRITTEN CONSENT OF THE DEPT OF GENERAL SERVICES (DGS) AND TERMS AND CONDITIONS REMAIN THE SAME.

PRICE ESCALATION CLAUSE: CURRENT PRICES MUST REMAIN IN EFFECT FOR ONE YEAR FROM DATE OF AWARD. VENDOR MAY EXERCISE A PRICE CHANGE WITH NECESSARY DOCUMENTATION SUPPORTING SUCH CHANGE. VENDOR SHALL ALSO PROVIDE A COPY OF THE CURRENT ALAMO INDUSTRIAL FAST MOVING PARTS PRICE LIST.

ORDERING PROCEDURE: ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED. USING AGENCY SHALL ISSUE A PURCHASE ORDER DIRECTLY TO THE SUPPLIER INDICATING DELIVERY AND BILLING INSTRUCTIONS FOR INVENTORY COMMODITIES COVERED BY THIS CONTRACT. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT

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TERMS (cont'd):

OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING \$5,000.00.

DELIVERY: DELIVERY WILL BE MADE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE MARYLAND FACILITY LOCATIONS WITHIN FIFTEEN (15) CALENDAR DAYS UPON RECEIPT OF ORDER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND DELIVERY CHARGES. EXPEDITED SHIPPING CHARGES WILL BE THE RESPONSIBILITY OF THE USING AGENCY.

PROCESSING FEE: 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 CONTRACTS UNIT PRICES.

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.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT 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, WHICH EVER IS HIGHER.

TAXES: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 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.

METHOD OF BIDDING: QUOTATION MUST BE SUBMITTED ONLINE VIA EMARYLAND MARKETPLACE. BIDS WILL NOT BE ACCEPTED VIA ANY OTHER MEANS. VENDOR SHALL BID ON THE REGION THEY WILL BE ABLE TO SERVICE. VENDOR SHALL STATE A DISCOUNT AS A DOLLAR AMOUNT ON THE UNIT COST LINE OF THE BID AND AS A PERCENTAGE FIGURE IN THE ALTERNATE DESCRIPTION SECTION OF THE BID. FIGURE SHOWN IN THE ALTERNATE DESCRIPTION SECTION OF THE BID SHALL TAKE PRECEDENCE OVER ANY OTHER AMOUNT ON THE BID.

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TERMS (cont'd):

PRODUCT QUALITY: THIS CONTRACT WILL BE CANCELLED UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

OPEN MARKET CLAUSE: THE USING AGENCY RESERVES THE RIGHT TO PURCHASE ON THE OPEN MARKET WITHOUT FILING A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORSEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE GOODS COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS. THE SELLER WILL GUARANTEE TO THE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND THE PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER. ITEMS DELIVERED UNDER THIS CONTRACT SHALL BE NEW, OR LATEST MODEL EQUIPMENT, USED, REFURBISHED OR REMANUFACTURED EQUIPMENT SHALL NOT BE ACCEPTED.

CONTRACT ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT FOR DURATION UNLESS OTHERWISE CANCELED BY THE DEPARTMENT OF GENERAL SERVICES (DGS).

BID CLARIFICATION: ADDITIONAL INFORMATION OR CLARIFICATION OF ANY OF THE INSTRUCTIONS OR INFORMATION CONTAIN HEREIN MAY BE OBTAINED FROM THE PROCUREMENT OFFICER. THE PROCUREMENT OFFICER WILL NOTIFY ALL BIDDERS IN WRITING BY ADDENDUM DULY ISSUED OF ANY INTERPRETATION OF SPECIFICATIONS OR INSTRUCTIONS THAT ARE MADE. THE PROCUREMENT OFFICER WILL ASSUME NO RESPONSIBILITY FOR ORAL INSTRUCTIONS OR SUGGESTIONS RECEIVED BY ANY OTHER SOURCE.

TIE BIDS: SHALL BE HANDLED IN ACCORDANCE WITH COMAR 21.05.02.14. THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS AND INSTRUCTIONS PROVIDED IN EFFECT HEREIN AT THE TIME OF SUBMISSION OF BID.

ADDITIONAL USER CLAUSE: PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIAL, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT:

1. A COUNTY OR BALTIMORE CITY;
2. A MUNICIPAL CORPORATION;

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TERMS (cont'd):

- 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 CERTIFICATION 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 NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

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

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 OF 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.

REGIONS COVERED UNDER THIS CONTRACT:

REGION 1_____ DORCHESTER, WICOMICO, SOMERSET, WORCESTER

REGION 2_____ CECIL, KENT, QUEEN ANNES; TALBOT, CAROLINE

THIS PROCUREMENT IS BEING CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WILL BE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER PERCENTAGE ON A LINE BY LINE ITEM BASIS.

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TERMS (cont'd):

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT. ALL PRODUCTS USED IN PACKING OR CUSHION AND PROTECTION DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE YOUR FEDERAL TAX IDENTIFICATION NUMBER: 52-1909259

STATE PHONE NUMBER FOR PLACING ORDER: 410-822-1772/800-333-6203

STATE VENDOR CONTACT PERSON: JEFF HUTCHISON

A PREFERENCE WILL BE GIVEN TO THE RESPONSIVE AND RESPONSIBLE BID FROM A MARYLAND FIRM OVER THAT OF A NONRESIDENT FIRM IF THE STATE IN WHICH THE NONRESIDENT FIRM IS LOCATED GIVES A RESIDENT BUSINESS PREFERENCE. WHERE SUCH A BUSINESS PREFERENCE PROVIDED, THE PREFERENCE SHALL BE THE SAME AS THAT PROVIDED BY THE STATE IN WHICH THE NONRESIDENT FIRM IS LOCATED. A NONRESIDENT BIDDER SUBMITTING A PROPOSAL FOR A STATE PROJECT SHALL ATTACH TO THE PROPOSAL A COPY OF THE CURRENT STATUTE, RESOLUTION, POLICY PROCEDURE OR EXECUTIVE ORDER OF THE RESIDENT STATE OF THE NONRESIDENT BIDDER THAT PERTAINS TO THAT STATE'S TREATMENT OF NONRESIDENT BIDDERS.

FOR A STATE PROCUREMENT CONTRACT OF \$25,000 OR MORE AT THE TIME A BID OR PROPOSAL FOR ANY STATE PROCUREMENT CONTRACT SUBMITTED, THE BIDDER OR OFFEROR SHALL CERTIFY TO THE PROCUREMENT OFFICER THAT THE BIDDER HAS PAID ALL TAXES, UNEMPLOYMENT INSURANCE CONTRIBUTIONS, REIMBURSEMENT PAYMENTS IN A MANNER SATISFACTORY TO THE UNIT RESPONSIBLE FOR COLLECTION, AND IF THE BIDDER OR OFFEROR IS A VENDOR OF TANGIBLE PERSONAL PROPERTY, THE BIDDER OR OFFEROR POSSESSES A VALID SALES AND USE TAX LICENSE UNDER TITLE 11, SUBTITLE 7 OF THE TAX-GENERAL ARTICLE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
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CUTTER AND SHREDDER (MOWER), FLAIL, ROTARY, REEL, AND SICKLE BAR PARTS
O.E.M. ALAMO MOWER REPAIR PARTS REGION 1. PERCENTAGE DISCOUNT (25%)
FROM CURRENT ALAMO INDUSTRIAL GENUINE O.E.M PARTS PRICE BOOK

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CUTTER AND SHREDDER (MOWER), FLAIL, ROTARY, REEL, AND SICKLE BAR PARTS
O.E.M. ALAMO MOWER REPAIR PARTS REGION 2. PERCENTAGE DISCOUNT (25%)
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END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE