

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B7400005

PRINT DATE: 06/21/16

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

MJR EQUIPMENT
4210 CHAMBERS HILL RD

HARRISBURG, PA 17111
(717)901-9072

REFER QUESTIONS TO:

IRIS LESTER BELL
(410)767-4612
IRIS.LESTER@MARYLAND.GOV

ITB:

EXPR DATE: 07/10/17
POST DATE: 06/21/16

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.

AGENCY CONTRACT (SHA) FOR SNOW PLOW REPLACEMENT PARTS

THIS IS ONE (1) OF TWO (2) RENEWAL OPTIONS.

ORIGINAL NUMBER: 001B4400076

1ST RENEWAL NUMBER: 001B7400005

IN ACCORDANCE WITH THE SPECIFICATIONS, TERMS AND CONDITIONS OF STATE OF MARYLAND INVITATION TO BID # MDDGS31009220, VENDOR IS TO PROVIDE NEW REPAIR AND REPLACEMENT HENDERSON AND FORCE AMERICA SNOW PLOW FOR THE MARYLAND STATE HIGHWAY ADMINISTRATION (SHA) FOR THE PERIOD OF ONE YEAR WITH ONE (1) ONE YEAR RENEWAL OPTION. INITIAL TERM: JULY 11, 2016 THROUGH JULY 10, 2017.

DELIVERY:

THERE SHALL BE TWO OPTIONS FOR PARTS DELIVERY:
PARTS SHALL BE DELIVERED F.O.B. DESTINATION
PARTS SHALL BE PLACED IN "WILL CALL" FOR PICK UP
DELIVERY SHALL BE WITHIN FORTY EIGHT (48) HOURS OR ORDER

ADDITIONAL PARTS:

ALL ADDITIONAL PART THAT WERE NOT MENTIONED SPECIFICALLY IN EXHIBITS A AND B OF THE INVITATION TO BID BUT ARE NECESSARY TO THE OPERATION OF EQUIPMENT OWNED BY THE STATE OF MARYLAND THAT IS

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TERMS (cont'd):

MANUFACTURED OR INCLUDED BY HENDERSON OR FORCE AMERICA SHALL HAVE A BASE DISCOUNT OF ONE PERCENT (1%) APPLIED.

INVOICING:

ALL INVOICING SHALL BE SENT TO THE SPECIFIC LOCATION THAT HAS ORDERED REPLACEMENT PARTS. ANY INVOICE CONTAINING PARTS THAT HAVE A DISCOUNT APPLIED WILL HAVE THE LIST PRICE AND DISCOUNT PRICE FOR THAT LINE ITEM.

INVOICES ARE TO BE SUBMITTED DIRECTLY TO THE AGENCY IN TRIPLICATE, REFLECTING THE CONTRACT NUMBER, PURCHASING ORDER, NUMBER, THE QUANTITY, ITEM, UNIT AND EXTENDED PRICE AND INVOICE TOTAL

ORDERING PROCEDURE: THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT WITHIN PROCUREMENT OFFICERS CARD LIMITATION OF \$ \$5,000. . ALL PURCHASES MADE VIA PURCHASING CARD MUST BE REFLECTED ON THE QUARTERLY USAGE REPORT.

MANDATORY USAGE REPORT: SHALL BE SUBMITTED ON A QUARTERLY BASIS EVERY THREE MONTHS. THE USAGE REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEM DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPEND, NUMBER OF ORDERS PLACED BY GOVERNMENT AGENCY, AND ENDING WITH A GRAND TOTAL FOR DOLLARS SPENT AND NUMBER OF ORDERS PLACED PER CONTRACT. FAILURE TO SUBMIT A REPORT MAY BE GROUNDS FOR TERMINATION FOR DEFAULT AND MAY CAUSE THE VENDOR TO BE PRECLUDED FROM BIDDING ON ANY FUTURE REQUIREMENT.

PAYMENT TERMS ARE NET 30 DAYS.

ALL EQUIPMENT DELIVERED MUST BE COMPLETELY NEW. EQUIPMENT OFFERED THAT IS USED, REFURBISHED, FACTORY REBUILT OR NEWLY REMANUFACTURED WILL NOT BE CONSIDERED UNLESS APPROVED BY THE USING AUTHORITY.

TAXES: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE COMMODITIES COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS, SAMPLE OR DESCRIPTION OF O.E.M. PARTS FOR THE EQUIPMENT, SELLER SHALL GUARANTEE TO THE WARRANTED AGAINST DEFECT IN MATERIAL AND WORKMANSHIP, AND PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER. THIS CONTRACT WILL BE CANCELLED IMMEDIATELY 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.

VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN O.E.M. CONTRACT PRICES AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

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TERMS (cont'd):

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) 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 501(3) (C) OF THE INTERNAL REVENUE CODE;

OR

6. A NON PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

B. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIAL 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 PURCHASE 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 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.

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WAS TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER (BASIS FOR AWARD).

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	76559-000001	LT	116,201.0000	
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REPAIR PARTS, SNOW PLOWS

REPAIR AND REPLACEMENT PARTS FOR ALL HENDERSON SNOW PLOW EQUIPMENT
INSTALLED ON MD STATE HIGHWAY ADMINISTRATION TRUCKS

0002	76559-000001	LT	42,693.0200	
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REPAIR PARTS, SNOW PLOWS

REPAIR AND REPLACEMENT PARTS FOR ALL FORCE AMERICA SNOW PLOW EQUIPMENT
INSTALLED ON MD STATE HIGHWAY ADMINISTRATION TRUCKS

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE