**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

**BPO NO:** 001B0600302  **PRINT DATE:** 03/04/20  **PAGE:** 01

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<td>AS SPECIFIED ON INDIVIDUAL ORDERS</td>
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<tr>
<th>VENDOR ID:</th>
<th>REFER QUESTIONS TO:</th>
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<tr>
<td>FINCH SERVICES INC</td>
<td>MONICA FRANKLIN</td>
</tr>
<tr>
<td>1127 LITTLESTOWN PIKE</td>
<td>(410) 767-4497</td>
</tr>
<tr>
<td>WESTMINSTER, MD 21157</td>
<td><a href="mailto:MONICA.FRANKLIN1@MARYLAND.GOV">MONICA.FRANKLIN1@MARYLAND.GOV</a></td>
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<tr>
<td>(410) 876-2211</td>
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<tr>
<th>ITB:</th>
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<th>DISCOUNT TERMS:</th>
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**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: GROUNDS MAINTENANCE EQUIPMENT

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA):

BASED ON BALTIMORE COUNTY PUBLIC SCHOOLS (BCPS) MASTER CONTRACT # LKO-402-20

**TERM:** JANUARY 1, 2020 - DECEMBER 31, 2024; NO RENEWAL OPTIONS

*THIS BALTIMORE COUNTY PUBLIC SCHOOLS MASTER AGREEMENT MAY BE USED BY ALL STATE AGENCIES, INSTITUTIONS OF HIGHER EDUCATION, POLITICAL SUBDIVISIONS AND OTHER ENTITIES AUTHORIZED TO USE STATEWIDE CONTRACTS IN THE STATE OF MARYLAND. ISSUES OF INTERPRETATION AND ELIGIBILITY FOR PARTICIPATION ARE SOLELY WITHIN THE AUTHORITY OF THE STATE CHIEF PROCUREMENT OFFICIAL.

*THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA).

**VENDOR CONTACT:**

ERIC LASSEN
443-324-9668
ELASSEN@FINCHINC.COM

**SCOPE OF CONTRACT:** (IDIQ) GROUNDS MAINTENANCE EQUIPMENT

**CONTRACT REQUIREMENTS:**

*** CONTINUED, NEXT PAGE ***
QUANTITIES ARE ESTIMATES ONLY AND ARE NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

PRICE CHANGES:
CONTRACT OFFERS FIXED PRICING WITH THE AVG RANGE OF 5%-10%.
PRICE CHANGES MUST BE APPROVED IN WRITING BY BCPS. VENDOR MUST SUBMIT A WRITTEN BCPS APPROVED PRICE INCREASE TO THE OFFICE OF STATE PROCUREMENT (OSP). BCPS SOLICITATION AUTHORIZES PRICE INCREASE, ONLY WITHIN 30 DAYS OF CONTRACT ANNIVERSARY DATE.

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 CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID FOR PROPOSAL SHALL BE DELIVERED FOB 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 REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN 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: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. 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(C)(3) OF THE INTERNAL REVENUE CODE
(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

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TERMS (cont’d):

(1) 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.
(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC
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
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.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY
ENTITY FROM WHICH THE CONTRACTOR RECEIVES AND ORDER UNDER THE
CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE
CONTRACT MAY BEEN FORCED 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
DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR
SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE
DEPARTMENT OF GENERAL SERVICES, 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

*** CONTINUED, NEXT PAGE ***
MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

(1) USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS 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 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 THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECURSE 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.

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

ORDERS:

ANY ORDER PLACED BY A PARTICIPATING ENTITY OR PURCHASING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE FROM THIS MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE IN WRITING THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER. THE BLANKET PURCHASE ORDER IS LOCATED AT PROCUREMENT.MD.GOV OR THE OFFICE OF STATE PROCUREMENT (OSP) OR THE DEPARTMENT OF GENERAL SERVICES (DGS) WEBSITE.

INVOICES

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT.

*** CONTINUED, NEXT PAGE ***
TERMS (cont’d):

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

TERMINATION FOR CONVENIENCE:

THE PERFORMANCE OF WORK UNDER THIS CONTRACT MAY BE TERMINATED BY THE STATE IN ACCORDANCE WITH THIS CLAUSE IN WHOLE, OR FROM TIME TO TIME IN PART, WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE WILL PAY ALL REASONABLE COSTS ASSOCIATED WITH THIS CONTRACT THAT THE CONTRACTOR HAS INCURRED UP TO THE DATE OF TERMINATION AND ALL REASONABLE COSTS ASSOCIATED WITH TERMINATION OF THE CONTRACT. HOWEVER, THE CONTRACTOR SHALL NOT BE REIMBURSED FOR ANY ANTICIPATORY PROFITS THAT HAVE NOT BEEN EARNED UP TO THE DATE OF TERMINATION. TERMINATION THEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.12A(2).

TERMINATION FOR DEFAULT:


MARYLAND LAW PREVAILS:

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

BPO AS CONTRACT

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN $200,000.

*** CONTINUED, NEXT PAGE ***
AS USED IN THIS PROVISION, A BID REFERS TO A BID SUBMITTED UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFER SUBMITTED UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A SOLICITATION MEANS AN INVITATION TO BID, A REQUEST FOR PROPOSALS, OR ANY OTHER DOCUMENT REQUESTING BIDS OR PROPOSALS FOR PROCUREMENT BY THE DEPARTMENT.


IN THE EVENT OF A CONFLICT BETWEEN PROVISIONS OF THE CONTRACT DOCUMENTS, THE CONTROLLING PROVISIONS SHALL BE, IN THE FOLLOWING ORDER, THOSE OF:

THE BPO; THEN

THE SOLICITATION; AND THEN

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STATE OF MARYLAND

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

BPO NO: 001B0600302    PRINT DATE: 03/04/20    PAGE: 07

TERMS (cont’d):

THE BID.

0001  88046-000001    EA
EQUIPMENT, GROUNDS MAINTENANCE

_________________________________________ END OF ITEM LIST ___________________________________

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AUTHORIZED BY: ___________________________ DATE: ____________

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)