BLANKET PURCHASE ORDER
STATE OF MARYLAND

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
DEERE & COMPANY INC
A/K/A DEERE & COMPANY
2000 JOHN DEERE RUN
CARY, NC 27513
(919) 804-2222

REFER QUESTIONS TO:
TONIA V. WELLS
(410) 767-4720
TONIAV.WELLS@MARYLAND.GOV

ITB: EXPR DATE: 12/31/19
POST DATE: 06/29/16
DISCOUNT TERMS: .
CONTRACT AMOUNT: NET 30 DAY

.00

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
GROUNDS MAINTENANCE EQUIPMENT
BASED ON BALTIMORE COUNTY PUBLIC SCHOOLS
GROUNDS MAINT EQUIP CONTRACT JMI-611-15-001

TERM OF CONTRACT 06/29/16 UNTIL 12/30/19

VENDOR NAME: DEERE & COMPANY
VENDOR CONTACT: JUDY BESS
PHONE NUMBER: (919) 804-2831

GROUND MAINTNANCE EQUIPMENT WITH
RELATED EQUIPMENT ACCESSORIES AND
SUPPLIES
BASED ON BALTIMORE COUNTY PUBLIC SCHOOLS CONTRACT #JMI-611-15-001

ELECTRONIC PROCESSING FEE
1.
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

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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 2.

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 AND THE ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV.

3. 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 RECURSSE 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.

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:
   (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR 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

*** CONTINUED, NEXT PAGE ***
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 SUBSTITUTION 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 NOT 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.

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<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
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<tbody>
<tr>
<td>0001</td>
<td>88046-000001</td>
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EQUIPMENT, GROUNDS MAINTENANCE

MULTIPLE UNIT DISCOUNTS ARE ALLOWED. THE CONTRACT DISCOUNT PLUS THE MULTIPLE UNIT DISCOUNT EQUALS THE TOTAL DISCOUNT. DISCOUNTS ARE BASED ON THE FOLLOWING SCHEDULE:

<table>
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<th>QTY:</th>
<th>ADD'L DISCOUNT:</th>
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<tbody>
<tr>
<td>3-4</td>
<td>1%</td>
</tr>
<tr>
<td>5-6</td>
<td>2%</td>
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<tr>
<td>7-8</td>
<td>3%</td>
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# BLANKET PURCHASE ORDER

**STATE OF MARYLAND**

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**BPO NO:** 001B6400652  
**PRINT DATE:** 08/05/19  
**PAGE:** 04

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<td>001B6400652</td>
<td>08/05/19</td>
<td>04</td>
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</table>

9 UNITS OR MORE  4%

**PRICE STRUCTURE:**

- **L25**  LAWN TRACTORS (300S ONLY)  18% DISC MSRT
- **L30**  GARDEN TRACTORS & EQUIP  18%
- **L35**  EQUIP FOR LAWN & GARDEN TRACT  18%
- **C10**  COMMERCIAL WALK-BEHIND MOWERS & EQUIP  13%
- **C13**  COMMERICAL ZERO-TURN RADIUS MOWERS  23%
- **C15**  COMMERCIAL FRONT MOWERS & EQUIP  23%
- **C18**  COMMERCIAL WIDE-ARA MOWER & EQUIP  23%
- **C20**  COMPACT UTILITY TRACTORS & EQUIP  17%
- **C25**  EQUIP FOR COMPACT UTL TRACTORS  17%
- **C40**  MID DUTY CROSSOVER UTL VEHICLES & EQUIP  16%
- **C41**  HEAVY DUTY CROSSOVER UTL VEHICLES & EQUIP  16%
- **C42**  TRADITIONAL UTL VEHICLE & EQUIP  16%
- **C47**  HPX UTL VEHICLES & EQUIP  16%
- **G10**  REAL MOWERS & EQUIP  22%
- **G15**  SPECIAL APPLICATION MOWERS & EQUIP  22%
- **G20**  SPECIAL APPLICATION VEHICLES & EQUIP  22%
- **G25**  AERATION & EQUIP  22%
- **G30**  DEBRIS MAINT & EQUIP  22%
- **A2**  5000 SERIES  18%
- **A2**  6000 SERIES  23%
- **A9**  IMPLEMENTS & EQUIP  23%

**FRONTIER EQUIPMENT**

- COTTON  18%

CUTTING & MOWING, GOLF, HAY & FORGE, LANDSCAPING, LIVESTOCK, MATERIAL HANDLING, PLANTING & SEEDING, SNOW, TILLAGE, AND TRANSPORTS.

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THIS PROCUREMENT AWARD IS BASED ON COMAR 21.05.09.02 AND HAS BEEN AWARDED FOR USE BY THE STATE OF MARYLAND BASED ON BALTIMORE COUNTY PUBLIC SCHOOL'S CONTRACT NUMBER JMI-611-15 FOR GROUNDS MAINTENANCE EQUIPMENT. PLEASE REFER TO SECTION #27 OF THE BALTIMORE COUNTY CONTRACT.

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

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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