BLANKET PURCHASE ORDER
STATE OF MARYLAND

BPO NO: 001B9400436 PRINT DATE: 05/19/20 PAGE: 01

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
ATLANTIC TRACTOR LLC
3141 S JOHN DEERE DR
SALISBURY, MD 21804
(410) 798-9997

REFER QUESTIONS TO:
KIMBERLY HACKETT
(410) 767-0788
KIMBERLY.HACKETT@MARYLAND.GOV

ITB: EXPR DATE: 05/19/21 DISCOUNT TERMS: .00 NET 30 DAY
POST DATE: 05/02/19 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.

ICPA CONTRACT FOR
HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS AND SUPPLIES
SOURCEWELL (FORMERLY NJPA)
MASTER AGREEMENT 032515-JDC

* CONTRACT START DATE: DATE OF AWARD

**Contract Expiration Date: May 19, 2021**

* THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA), THE RENEWAL OPTION(S) WILL BE BASED ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT.

**This is an Intergovernmental Cooperative Purchasing Agreement (ICPA) in accordance with Sourcewell (formerly NJPA) Contract Number 032515-JDC. Based on this contract, the vendor will supply heavy construction equipment with related accessories, attachments and supplies.**

***Continued, next page***
TERMS (cont’d):

SUPPLIES FOR THE STATE OF MARYLAND AND ITS USING AGENCIES.

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

VENDOR:          JOHN DEERE CONSTRUCTION RETAIL SALES
PRIMARY CONTACT:  RICHARD MURGA
PRIMARY NUMBER:   309-765-0260
PRIMARY EMAIL:    MURGARICHARD@JOHNDEERE.COM

VENDOR:           ATLANTIC TRACTOR, LLC
PRIMARY CONTACT:  MARK REID
PRIMARY NUMBER:   610-932-8858 X1665
PRIMARY EMAIL:    MREID@ATJD.NET

VENDOR:           JESCO, INC.
PRIMARY CONTACT:  GEORGE GILLIS
PRIMARY NUMBER:   410-687-1700 X5010
PRIMARY EMAIL:    GEORGE.GILLIS@JESCO.US

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

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.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR
SERVICE AVAILABLE UNDER THE 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.

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

*** CONTINUED, NEXT PAGE ***
SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR 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 MATERIALS 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:
(I) 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.

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(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 AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE: N/A
ORDERS PLACED UNDER THE MARYLAND PARTICIPATING ADDENDUM WITH NJPA WILL RECEIVE 1% LOWER DISCOUNTS LOWER THAN THE STANDARD NJPA DISCOUNTS. THIS ADJUSTMENT WILL COVER THE REQUIRED 1% ADMIN FEE, AS NOTED IN THE MARYLAND TERMS AND CONDITIONS CLAUSE# 39.

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPARTMENT OF GENERAL SERVICES. ONCE THOSE CONTRACTS EXPIRE, INCLUDING ANY RENEWAL OPTIONS, JOHN DEERE CONSTRUCTION RETAIL SALES MAY THEN SUPPLY THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS AGREEMENT.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OF OVER $200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER.

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

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INVOICES:
FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES, JOHN DEERE CONSTRUCTION RETAIL SALES SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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DUMP TRUCK
ARTICULATED DUMP TRUCKS
30% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

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BACKHOE
BACKHOES
44-47% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

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EXCAVATING MACHINE, FULLY HYDRAULIC
COMPACT EXCAVATORS

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**30% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)**

- **0004** 88046-MEMA02 EA
- **0005** 88046-MEMA02 EA
- **0006** 76583-000000 EA
- **0007** 76583-000000 EA
- **0008** 76090-10005A EA

**33% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)**

- **0004** 88046-MEMA02 EA
- **0005** 88046-MEMA02 EA

**29% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)**

- **0006** 76583-000000 EA

**30-31% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)**

- **0007** 76583-000000 EA

**30-46% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)**

- **0008** 76090-10005A EA

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**STATE OF MARYLAND**

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**GRADERS, MOTORIZED**  
**MOTOR GRADERS**  
42-45% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

| 0010   | 76050-100600  | EA  |           |

**LOADER, SKID**  
**SKID STEERS**  
33% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

| 0011   | 02061-000000  | EA  |           |

**LOADER**  
**TRACTOR LOADERS**  
40% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

| 0012   | 76050-100000  | EA  |           |

**LOADER**  
**WHEEL LOADERS**  
41-43% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

| 0013   | 88046-MEMA02  | EA  |           |

**EQUIPMENT**  
**WORKSITEPRO ATTACHMENTS**  
20% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

_________________________________________ END OF ITEM LIST _______________________________