

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400436

PRINT DATE: 05/19/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

JESCO INC
8411 PULASKI HWY

BALTIMORE, MD 21237
(301)471-8090 EXT 1503

REFER QUESTIONS TO:

KIMBERLY HACKETT
(410)767-0788
KIMBERLY.HACKETT@MARYLAND.GOV

ITB:

EXPR DATE: 05/19/21
POST DATE: 05/02/19

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.

* 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(IPCA), 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

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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

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TERMS (cont'd):

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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TERMS (cont'd):

- (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 BEEN 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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TERMS (cont'd):

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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	06830-000000	EA	

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

0002	76003	EA	
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BACKHOE
BACKHOES
44-47% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0003	76090-10005A	EA	
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EXCAVATING MACHINE, FULLY HYDRAULIC
COMPACT EXCAVATORS

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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30% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0004	88046-MEMA02	EA	
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EQUIPMENT

COMPACT TRACK LOADERS

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

0005	88046-MEMA02	EA	
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EQUIPMENT

COMPACT WHEEL LOADERS

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

0006	76583-000000	EA	
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TRACTOR

CRAWLER LOADERS

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

0007	76583-000000	EA	
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TRACTOR

DOZERS

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

0008	76090-10005A	EA	
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EXCAVATING MACHINE, FULLY HYDRAULIC

EXCAVATORS

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

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0009	76033	EA		
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GRADERS, MOTORIZED

MOTOR GRADERS

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

0010	76050-100600	EA		
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LOADER, SKID

SKID STEERS

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

0011	02061-000000	EA		
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LOADER

TRACTOR LOADERS

40% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

0012	76050-100000	EA		
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LOADER

WHEEL LOADERS

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

0013	88046-MEMA02	EA		
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EQUIPMENT

WORKSITEPRO ATTACHMENTS

20% (PRODUCT CATEGORY AND DISCOUNT RANGE AS OF JUNE, 2018)

END OF ITEM LIST

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TERMS (cont'd):

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE