

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400519

PRINT DATE: 04/08/19

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

GROFF TRACTOR MID ATLANTIC LLC
629 S PHILADELPHIA BLVD
PO BOX 340
ABERDEEN, MD 21001
(410)575-6580

REFER QUESTIONS TO:

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

ITB: DGSR5400221

EXPR DATE: 05/31/20
POST DATE: 06/25/15

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.

VENDOR NAME HAS CHANGED FROM FOLCOMER TO GROFF TRACTOR MIDATLANTIC.
ADDED CORRECTED VENDOR ID TO BPO (12/07/17)

. STATEWIDE CONTRACT FOR
O.E.M. CASE CONSTRUCTION PARTS

REGIONS COVERED UNDER THIS CONTRACT:

REGION 1 - GARRETT, ALLEGANY, WASHINGTON, & FREDERICK COUNTIES
REGION 2 - CARROLL COUNTY
REGION 3 - BALTIMORE CITY, HOWARD, BALTIMORE, CECIL, & ANNE ARUNDEL COUNTIES
REGION 4 - MONTGOMERY, PRINCE GEORGE'S, CALVERT, CHARLES, & ST. MARY'S COUNTIES
REGION 5 - HARFORD COUNTY
REGION 6 - KENT, QUEEN ANNE'S, CAROLINE, & TALBOT COUNTIES
REGION 7 - DORCHESTER, WICOMICO, SOMERSET, WORCESTER

VENDOR: FOLCOMER EQUIPMENT CORP.

VENDOR CONTACT: BUTCH NICHOLSON (301) 627-3937
BUTCH.NICHOLSON@FOLCOMER.COM

O.E.M. CASE CONSTRUCTION PARTS AND ACCESSORIES FOR REPAIR AND

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TERMS (cont'd):

REPLACEMENT, REGIONS 1, 2, 3, 4, 5, 6, & 7. STATE PERCENTAGE DISCOUNT (3%) FROM CURRENT MANUFACTURER MAJOR FLEET PRICE LIST.

CONTRACT PERIOD: JUNE 1, 2015 THROUGH MAY 31, 2020. THIS CONTRACT IS FOR A FIVE (5) YEAR PERIOD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS AT THE DISCRETION OF THE DEPARTMENT OF GENERAL SERVICES.

CONTRACT SCOPE: TO FURNISH NEW GENUINE O.E.M. FACTORY REPLACEMENT REPAIR PARTS, ACCESSORIES, AND ASSEMBLIES (UP TO AND INCLUDING ENGINES, TRANSMISSIONS, AND AXLES) FOR THE STATE FLEET OF CASE CONSTRUCTION HEAVY EQUIPMENT AND TRUCKS.

DESIGNATED AGENCY & ADDITIONAL USERS CLAUSE: STATE HIGHWAY ADMINISTRATION, MARYLAND TRANSPORTATION AUTHORITY, AND OTHER MARYLAND STATE AND LOCAL DIVISIONS ARE AUTHORIZED TO PURCHASE FROM THIS CONTRACT.

PERCENTAGE OFF THE MOST CURRENT CASE CONSTRUCTION MAJOR FLEET PRICE INCLUDING DELIVERY BY LINE ITEM REGION(S). AWARD WAS MADE TO ONE (1) VENDOR FOR LINES/REGIONS 1, 2, 3, 4, 5, 6, & 7.

VENDOR TO PROVIDE A WEBSITE FOR PRICING TO BE CONFIRMED BY USING AGENCIES. AGENCY AND VENDOR ARE ASKED NOT TO SUBMIT OR ACCEPT ORDERS OUTSIDE OF THEIR RESPECTIVE REGION(S) UNLESS THE OPEN MARKET CLAUSE IS NECESSARY TO FULFILL THE CONTRACT.

MANDATORY USAGE REPORT: THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THIS CONTRACT, BEGINNING WITH THE START DATE, A MONTHLY USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEM(S) DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO: DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM M-4, BALTIMORE, MD 21201, ATTN: CHRISTINE VASILIAU. REPORTS MAY BE EMAILED TO CHRISTINE.VASILIAU@MARYLAND.GOV. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

OPEN MARKET CLAUSE: THE USING AUTHORITIES MAY PURCHASE ON THE OPEN MARKET THE PRODUCTS LISTED IN THE CASE OF VENDOR FAILURE TO PROVIDE

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TERMS (cont'd):

THE COMMODITY IN THE TIME FRAME PRESCRIBED IN THE CONTRACT. VENDOR WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

TAXES & PAYMENT TERMS: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE #3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION #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. PAYMENT TERMS ARE NET THIRTY (30) DAYS.

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE COMMODITIES COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS, SAMPLE, OR DESCRIPTION OF PARTS (O.E.M. CASE CONSTRUCTION PARTS) FOR THE ORIGINALLY PURCHASED EQUIPMENT. THE SELLER SHALL GUARANTEE TO BE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND PRODUCT IS FIT FOR THE INTEND PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER.

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

DELIVERY: SHALL BE MADE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO REGION(S) WITHIN THE STATE OF MARYLAND WITHIN TEN (10) DAYS FOR NON-STOCK ITEMS. IN-STOCK ITEMS SHOULD BE DELIVERED THE NEXT BUSINESS DAY. VENDOR SHALL PROVIDE SERVICE FOR WILL CALL PICK-UP. EXPEDITED SHIPPING CHARGES SHALL BE THE RESPONSIBILITY OF THE USING AGENCY.

CONTRACT TERMINATION: THIS CONTRACT WILL BE TERMINATED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PRICE TO FULFILL THE CONTRACT.

CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB), #001IT819760/MDDGS31017904, AND ANY SUBSEQUENT AMENDMENTS, MODIFICATION OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED HEREIN AND MADE A PART OF THE BPO.

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED AT \$250,000.00 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM

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TERMS (cont'd):

GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY, AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL AT \$250,000.00 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY, AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED" BASIS.

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 PURCHASING 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 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.

CONTRACT ADMINISTRATION FEE:

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TERMS (cont'd):

1. CONTRACTOR SHALL PAY AN ADMINISTRATION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS 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 CONTRACT'S UNIT PRICES.
2. THE ADMINISTRATION 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 CHRISTINE VASILIAU AT CHRISTINE.VASILIAU@MARYLAND.GOV AND AWAWU SALAKO AT AWAWU.SALAKO@MARYLAND.GOV
3. FAILURE TO REMIT ADMINISTRATION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE 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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	06074	EA			

REPLACEMENT PARTS FOR AUTOMOBILES AND OTHER TRANSPORTATION
VEHICLES TRUCKS/BUSES ETC
O.E.M CASE CONSTRUCTION EQUIPMENT REPAIR PARTS
ONLY REGION #1. STATE PERCENTAGE DISCOUNT(3%)FROM CURRENT
MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP).

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0002	06074	EA		
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O.E.M CASE CONSTRUCTION EQUIPMENT REPAIR PARTS
REGION #2. STATE PERCENTAGE DISCOUNT(3%)FROM CURRENT
MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP).

0003	06074	EA		
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REPLACEMENT PARTS FOR AUTOMOBILES AND OTHER TRANSPORTATION
VEHICLES TRCKS/BUSES ETC
O.E.M CASE CONSTRUCTION EQUIPMENT REPAIR PARTS
ONLY REGION #3. STATE PERCENTAGE DISCOUNT(3%)FROM CURRENT
MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP).

0004	06074	EA		
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REPLACEMENT PARTS FOR AUTOMOBILES AND OTHER TRANSPORTATION
VEHICLES TRCKS/BUSES ETC
O.E.M CASE CONSTRUCTION EQUIPMENT REPAIR PARTS ONLY
REGION #4. STATE PERCENTAGE DISCOUNT(3%)FROM CURRENT
MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP).

0005	06074	EA		
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O.E.M CASE CONSTRUCTION EQUIPMENT REPAIR PARTS
ONLY REGION #5. STATE PERCENTAGE DISCOUNT(3%)FROM CURRENT
MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP).

0006	06074	EA		
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REPLACEMENT PARTS FOR INTERNATIONAL HARVESTER
O.E.M CASE CONSTRUCTION EQUIPMENT REPAIR PARTS ONLY
REGION #6. STATE PERCENTAGE DISCOUNT(3%)FROM CURRENT

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP).

0007	06074	EA	
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O.E.M CASE CONSTRUCTION EQUIPMENT REPAIR PARTS ONLY
REGION #7. STATE PERCENTAGE DISCOUNT(3%)FROM CURRENT
MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP).

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE