

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600421

PRINT DATE: 12/15/21

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:

MATTHEW SMITH
(410)767-3039
MATTHEW.SMITH2@MARYLAND.GOV

ITB: 001IT821163

EXPR DATE: 05/31/23
POST DATE: 05/20/20

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.

STATEWIDE CONTRACT
FOR

O.E.M. CONSTRUCTION & AGRICULTURAL EQUIPMENT PARTS

MODIFICATION #2: LINE 4 ADDED - ALAMO MOWER PARTS 25% OFF MSRP.

MODIFICATION #1: SECTION C - SPECIFICATIONS, PARAGRAPH E - DELIVERY, #1 MODIFIED TO INCLUDE THE FOLLOWING: EXPEDITED SHIPPING CHARGES SHALL BE THE RESPONSIBILITY OF THE USING AGENCY. THE COST OF SHIPPING SHALL NOT EXCEED 15% OF THE AMOUNT OF THE ORDER PLACED.

CONTRACT SCOPE: TO FURNISH ORIGINAL EQUIPMENT MANUFACTURER PARTS FOR THE STATE OF MARYLAND'S CONSTRUCTION & AGRICULTURAL EQUIPMENT.

CONTRACT PERIOD: THIS CONTRACT WILL BE FOR A THREE (3) YEAR PERIOD BEGINNING MAY 1, 2020 AND ENDING APRIL 30, 2023 WITH TWO (2) ONE YEAR RENEWAL OPTIONS UPON THE WRITTEN CONSENT OF THE USING AGENCY, THE VENDOR AND THE DEPARTMENT OF GENERAL SERVICES.

RELEASE CLAUSE: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. RELEASE SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

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TERMS (cont'd):

BASIS OF AWARD: THE BASIS OF AWARD SHALL BE BY PERCENT OFF CURRENT MANUFACTURER PRICE LIST.

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

ELECTRONIC TRANSACTION FEE:

1.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.

2.THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, 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 MONTHLY USAGE REPORT SHALL BE EMAILED TO: DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

3. FAILURE TO REMIT PROCESSING 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 PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

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

PURSUANT TO ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN SIX (6) THE FOLLOWING ENTITIES MAY PURCHASEMATERIALS, 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 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

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TERMS (cont'd):

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.

(I) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC
INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS
UNDER THIS CONTRACT.

(II) 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.

7. 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 AGAINST 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.

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.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR
COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND
CONDITIONS OF SOLICITATION #001IT821163 / BPM018100 INCORPORATED
HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
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0001	96117	EA			
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CONSTRUCTION MANAGEMENT
JOHN DEERE CONSTRUCTION EQUIPMENT 10% OFF MANUFACTURER LIST PRICE

0002	96117	EA			
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CONSTRUCTION MANAGEMENT

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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JOHN DEERE AGRICULTURAL EQUIPMENT 10% OFF MANUFACTURER'S PRICE

0003	96117	EA	
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CONSTRUCTION MANAGEMENT
DIAMOND MOWER 5% OFF MANUFACTURER'S LIST PRICE

0004	96117	EA	
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CONSTRUCTION MANAGEMENT
ALAMO MOWER PARTS - 25% OFF MSRP

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE