

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B1600036

**PRINT DATE:** 07/21/20

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

GAITHERSBURG FARMERS SUPPLY INC  
T/A RIPPEON EQUIPMENT CO  
700 EAST DIAMOND AVE  
GAITHERSBURG, MD 20877  
(301 )898-1200

### REFER QUESTIONS TO:

CHARLES BAILEY  
(410 )767-6056  
CHARLES.BAILEY1@MARYLAND.GOV

### ITB:

**EXPR DATE:** 07/30/21  
**POST DATE:** 06/04/20

**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.

\*\*\*\*\*  
S T A T E W I D E C O N T R A C T  
F O R

O.E.M NEW HOLLAND/FORD REPAIR PARTS

\*\*\*\*\*

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS.

CONTRACT TERM: JULY 31,2020 THROUGH JULY 31, 2021, WITH THE SAME TERMS, CONDITIONS, AND PRICE, WITH ONE (1) ONE-YEAR RENEWAL OPTION AT THE UNILATERAL DISCRETION OF THE STATE.

**VENDOR:** GAITHERSBURG EQUIPMENT  
**VENDOR CONTACT:** CHIP WHIRLEY (301) 670-9300  
**PHONE#:** (301) 670-9300  
**EMAIL:** WHIRLEY@GAITHERSBURGEQUIPMENT.COM

**AGENCY CONTACT:** CHARLES BAILEY - PROCUREMENT OFFICER  
**PHONE#:** (410) 767 6056  
**EMAIL:** CHARLES.BAILEY@MARYLAND.GOV

O.E.M. NEW HOLLAND PARTS AND ACCESSORIES FOR REPAIR AND

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### TERMS (cont'd):

REPLACEMENT. STATE PERCENTAGE DISCOUNT (-16%) FROM CURRENT MANUFACTURER SUGGESTED RETAIL PRICE LIST (MSRP).

SCOPE OF CONTRACT: USERS SHALL ISSUE A PURCHASE ORDER TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT TO INCLUDE ORIGINAL EQUIPMENT MANUFACTURER (OEM) PARTS, ACCESSORIES AND ASSEMBLIES UP TO AND INCLUDING ENGINES, TRANSMISSIONS, AND AXLES FOR THE STATE OF MARYLAND FLEET OF NEW NEW HOLLAND VEHICLES. THE AREAS COVERED SHALL INCLUDE THE TRUCK CAB AND CHASSIS AND ALL COMPONENTS ASSEMBLED THEREIN REGARDLESS OF MANUFACTURER ORIGIN. ANY PART INSTALLED AT THE MANUFACTURING PLANT SHALL BE CONSTRUED AS ORIGINAL EQUIPMENT FOR THE PURPOSES OF THIS CONTRACT.

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. RELEASES SHALL BE MADE AS REQUESTED BY USING AGENCIES ON AN 'AS-REQUIRED' BASIS.

THIS CONTRACT IS TO BE A FIRM FIXED DISCOUNT FROM THE MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP) PROVIDED BY THE VENDOR AND USED FOR THE TERM OF THIS CONTRACT AND ANY SUBSEQUENT RENEWAL OPTIONS.

THE DISCOUNT FOR THIS CONTRACT IS SIXTEEN PERCENT (16%) OFF OF MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP). VENDOR TO PROVIDE AN ONLINE SOURCE AND/OR WEBSITE FOR MSRP PRICE LIST.

ORDERING PROCEDURES: THE STATE OF MARYLAND'S PURCHASING CARD SHALL BE ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT WITHIN THE PROCUREMENT OFFICER'S LIMITATIONS OF \$5,000.00.

DELIVERY: DELIVERY SHALL BE MADE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO REGIONS WITHIN THE STATE OF MARYLAND WITHIN TWENTY-FOUR (24) HOURS FOR IN-STOCK PARTS AND TEN (10) DAYS FOR SPECIAL ORDER PARTS. A.R.O. CONTRACTOR TO PROVIDE SERVICE FOR WILL CALL PICK-UP. EXPEDITED SHIPPING CHARGES SHALL BE THE RESPONSIBILITY OF THE USING AGENCY.

BASIS OF AWARD: THE AWARD WILL BE MADE THE RESPONSIVE AND RESPONSIBLE VENDOR PROVIDING THE HIGHEST DISCOUNT OFF THE MANUFACTURER PRICE LIST TO INCLUDE DELIVERY.

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

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### TERMS (cont'd):

RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX. PAYMENT TERMS ARE NET THIRTY (30) DAYS.

OPEN MARKET CLAUSE: THE USING AGENCY RESERVES THE RIGHT TO PURCHASE ON THE OPEN ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY BASED ON DELAYS IN TRANSPORTATION OR CONTINUED FAILURE TO SHIP.

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE COMMODITIES COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS, SAMPLE, OR DESCRIPTION OF PARTS (O.E.M. NEW HOLLAND 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 INTENDED 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

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

CONTRACT TERMINATION: THIS CONTRACT WILL BE TERMINATED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR(S) 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 THE OPEN MARKET PRICE IN ORDER TO FULFILL THE CONTRACT.

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 TERM OF THE CONTRACT EVERY SIX (6) MONTHS BEGINNING WITH THE "START DATE", A USAGE REPORT SHOULD BE SUBMITTED TO DGS. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEMS 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

THE REPORT IS DUE WITHIN TEN (10) DAYS FOLLOWING EVERY REPORTING PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY

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### TERMS (cont'd):

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.

### 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 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.

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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 DGS.STATEWIDECONTRACTSUSAGEREPORT@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 (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB), #001IT819534/MDDGS31016257, 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.

<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 FORD/NEW HOLLAND AGRICULTURAL EQUIPMENT REPAIR PARTS ONLY  
REGION #1. STATE PERCENTAGE DISCOUNT(16%)FROM CURRENT  
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP).

NOTE: BID WILL BE EVALUATED ON THE HIGHEST PERCENTAGE DISCOUNT TO INCLUDE DELIVERY AND AGENCY WILL CALL PICKUP.

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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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REPLACEMENT PARTS FOR AUTOMOBILES AND OTHER TRANSPORTATION  
VEHICLES TRCKS/BUSES ETC  
O.E.M FORD/NEW HOLLAND AGRICULTURAL EQUIPMENT REPAIR PARTS ONLY  
REGION #2. STATE PERCENTAGE DISCOUNT(16%)FROM CURRENT  
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP).

NOTE: BID WILL BE EVALUATED ON THE HIGHEST PERCENTAGE DISCOUNT TO  
INCLUDE DELIVERY AND AGENCY WILL CALL PICKUP.

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0003	06074	EA		
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REPLACEMENT PARTS FOR AUTOMOBILES AND OTHER TRANSPORTATION  
VEHICLES TRCKS/BUSES ETC  
O.E.M FORD/NEW HOLLAND AGRICULTURAL EQUIPMENT REPAIR PARTS ONLY  
REGION #3. STATE PERCENTAGE DISCOUNT(16%)FROM CURRENT  
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP).

NOTE: BID WILL BE EVALUATED ON THE HIGHEST PERCENTAGE DISCOUNT TO  
INCLUDE DELIVERY AND AGENCY WILL CALL PICKUP.

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0004	06074	EA		
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REPLACEMENT PARTS FOR AUTOMOBILES AND OTHER TRANSPORTATION  
VEHICLES TRCKS/BUSES ETC  
O.E.M FORD/NEW HOLLAND AGRICULTURAL EQUIPMENT REPAIR PARTS ONLY  
REGION #4. STATE PERCENTAGE DISCOUNT(16%)FROM CURRENT  
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP).

NOTE: BID WILL BE EVALUATED ON THE HIGHEST PERCENTAGE DISCOUNT TO  
INCLUDE DELIVERY AND AGENCY WILL CALL PICKUP.

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0005	06074	EA		
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REPLACEMENT PARTS FOR AUTOMOBILES AND OTHER TRANSPORTATION  
VEHICLES TRCKS/BUSES ETC  
O.E.M FORD/NEW HOLLAND AGRICULTURAL EQUIPMENT REPAIR PARTS ONLY  
REGION #5. STATE PERCENTAGE DISCOUNT(16%)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 SUGGESTED RETAIL PRICE (MSRP).

NOTE: BID WILL BE EVALUATED ON THE HIGHEST PERCENTAGE DISCOUNT TO INCLUDE DELIVERY AND AGENCY WILL CALL PICKUP.

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REPLACEMENT PARTS FOR AUTOMOBILES AND OTHER TRANSPORTATION  
VEHICLES TRCKS/BUSES ETC  
O.E.M FORD/NEW HOLLAND AGRICULTURAL EQUIPMENT REPAIR PARTS ONLY  
REGION #6. STATE PERCENTAGE DISCOUNT(16%)FROM CURRENT  
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP).

NOTE: BID WILL BE EVALUATED ON THE HIGHEST PERCENTAGE DISCOUNT TO INCLUDE DELIVERY AND AGENCY WILL CALL PICKUP.

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REPLACEMENT PARTS FOR AUTOMOBILES AND OTHER TRANSPORTATION  
VEHICLES TRCKS/BUSES ETC  
O.E.M FORD/NEW HOLLAND AGRICULTURAL EQUIPMENT REPAIR PARTS ONLY  
REGION #7. STATE PERCENTAGE DISCOUNT(16%)FROM CURRENT  
MANUFACTURER SUGGESTED RETAIL PRICE (MSRP).

NOTE: BID WILL BE EVALUATED ON THE HIGHEST PERCENTAGE DISCOUNT TO INCLUDE DELIVERY AND AGENCY WILL CALL PICKUP.

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE