

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9200160

PRINT DATE: 08/07/08

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SHIP TO:			
AS SPECIFIED ON INDIVIDUAL ORDERS			
VENDOR ID: 1530241112 WERRES CORP 807 E SOUTH ST FREDERICK, MD 21701-5753 (301)620-4000 EXT 228	REFER QUESTIONS TO: WALTER JOHNSON (410)767-4605 WALTER.JOHNSON@DGS.STATE.MD.US		
ITB: 001IT817155	EXPR DATE: 07/31/10 POST DATE: 08/07/08	DISCOUNT TERMS: . CONTRACT AMOUNT:	NET 30 DAY .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
 M U L T I P L E A W A R D C O N T R A C T
 F O R
 O F F - R O A D U T I L I T Y M A I N T E N A N C E V E H I C L E S
 (N O N R E C R E A T I O N A L)

SCOPE: FOR SUPPLYING THE STATE OF MARYLAND WITH THE NEEDS FOR VARIOUS BRANDS OF OFF ROAD UTILITY MAINTENANCE VEHICLES WITH ATTACHMENTS.

CONTRACT PERIOD: DATE OF AWARD THRU JULY 31, 2010 WITH AN OPTION TO EXTEND FOR ONE ADDITIONAL YEAR.

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE COMMODITIES COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS FOR THE EQUIPMENT. THE SELLER SHALL GUARANTEE TO THE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND THE PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER.

CONTRACT REQUIREMENTS: 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.

DELIVERY: IS TO BE F.O.B. FREIGHT PREPAID AND ALLOWED TO ANY POINT WITHIN THE STATE OF MARYLAND. CONTRACTOR WILL BE RESPONSIBLE FOR ALL

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TERMS (cont'd):

SHIPPING, TRANSPORTATION AND DELIVERY CHARGES. DELIVERY COULD RANGE BETWEEN THIRTY (30) & NINETY (90) CALENDAR DAYS OR LESS A.R.O DEPENDING ON MODEL PURCHASE AND AVAILABILITY.

THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT. (WITHIN PROCUREMENT OFFICERS CARD LIMITATIONS OF \$ 2,500.00). VENDOR MUST ACCOUNT FOR CREDIT CARD PURCHASES ON THEIR ANNUAL USAGE REPORT.

ORDERING: PURCHASE ORDER FOR ANY ITEM(S) LISTED IN A CONTRACT PURSUANT TO THIS MULTIPLE AWARD BID (MAB) WILL BE PLACED DIRECTLY TO THE SUCCESSFUL VENDOR BY THE USING AGENCY. VENDOR SHALL SUPPLY A LISTING OF WARRANTY AND SERVICE REPAIR FACILITIES WITHIN THE STATE OF MARYLAND.

MODELS: ITEMS DELIVERED UNDER THIS CONTRACT MUST BE OF THE LATEST MODEL AND OF CURRENT MANUFACTURE. ALL ITEM SHALL CARRY THE MANUFACTURER'S STATED WARRANTY AND CONTRACTORS ARE RESPONSIBLE FOR ALL ASPECTS OF WARRANTY COVERAGE. AGENCY SHALL BE RESPONSIBLE FOR GETTING APPROVAL FROM VENDOR PRIOR TO DELIVERING OF EQUIPMENT TO THE NEAREST MANUFACTURER AUTHORIZED DEALER FOR WARRANTY SERVICE.

EQUIPMENT ASSEMBLY:

- A. ALL PRODUCTS MUST BE DELIVERED FULLY ASSEMBLED - READY TO OPERATE.
- B. ALL PRODUCTS MUST BE DELIVERED WITH OPERATORS MANUAL, MAINTENANCE, LUBRICATION GRADE, AND PARTS BOOK AND OR CD-ROM.
- C. ALL PRODUCTS MUST HAVE ATTACHMENTS ASSEMBLED AND MOUNTED -READY TO OPERATE. ACCESSORIES ORDERED AT A LATER DATE WILL NOT BE ASSEMBLED OR MOUNTED BY THE CONTRACTOR.
- D. ALL ATTACHMENTS MUST INCLUDE NECESSARY HOOKUPS AND HYDRAULICS TO BE USED WITH THE POWER UNITS.
- E. SAFE OPERATIONAL PROCEDURES SHALL BE EXPLAINED AT THE TIME OF DELIVERY.
- F. FULL AND COMPLETE DETAILED SPECIFICATIONS RELATING TO EACH ITEM BEING BID SHALL ACCOMPANY THE BID. FAILURE TO PROVIDE SUCH INFORMATION MAY DISQUALIFY YOUR BID.

OPEN MARKET CLAUSE: THE CONTRACT WILL BE CANCELLED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

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TERMS (cont'd):

VENDOR MUST SUPPLY UPON REQUEST TO THE PROCUREMENT OFFICER AND THE USING AGENCY A CATALOG, PRICE, AND OR CD-ROM CONTAINING PRICING ON ALL EQUIPMENT INCLUDED ON THE CONTRACT FOR VERIFICATION.

PRICE ESCALATION: VENDOR MUST USE THE CURRENT PRICE LIST IN EFFECT AT THE TIME OF AWARD. VENDOR WILL BE ALLOWED TO INSTITUTE A NEW PRICE LIST ONCE ANNUALLY.

METHOD OF PAYMENT: INVOICES ARE TO BE SUBMITTED DIRECTLY TO THE ORDERING AGENCY REFLECTING THE CONTRACT NUMBER, PURCHASE ORDER NUMBER, THE QUANTITY, ITEM PURCHASE, UNIT COST, DISCOUNT, AND EXTENDED PRICE AND INVOICE TOTAL.

USAGE REPORT: VENDOR SHALL PROVIDE A USAGE REPORT OF ALL EQUIPMENT PURCHASE OFF THE CONTRACT TO INCLUDE CREDIT CARD PURCHASES. REPORT SHALL BE SENT TO:

DEPARTMENT OF GENERAL SERVICES
OFFICE OF PROCUREMENT & LOGISTICS
301 W. PRESTON STREET, ROOM M-3
BALTIMORE, MARYLAND 21201
ATTN: WALTER JOHNSON

CONTRACT COMPLIANCE: BY SUBMITTING A BID VENDOR AGREES WITHOUT EXCEPTION TO THE TERMS, CONDITIONS OF THE CONTRACT HEREIN.

TRADE-IN DISCOUNT: IT IS THE DISCRETION OF THE VENDOR TO ACCEPT TRADE-IN OF A OLDER MODEL UNIT AND NOT MANDATORY. TRADE-IN DISCOUNTS SHOULD BE DEDUCTED BY THE VENDOR IN ADDITION TO THE STATED DISCOUNT IN THE BID.

TAXES: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL, AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

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 UNDE 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

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TERMS (cont'd):

ASSOCIATION OF INDEPENDENT SCHOOL; 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 STATUORY OR
CHARTER PROVISION.

(D) ALL PURCHASES UNDER THIS CONTRACT TO 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 UNIT OR AGENCIES, AND (4) 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 ANY 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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	56057-10000B	LT	

OFF-ROAD UTILITY MAINTENANCE VEHICLE W/ACCESSORIES (NOT RECREATIONAL
VEHICLE)

STATE BRAND: TEXTRON CUSHMAN COMMANDER MODELS 280, 2100, 2200,
8% LESS DISCOUNT OFF CURRENT MANUFACTURER PRICE LIST

TEXTRON BELLHOP MODELS 2,4, 5 8% LESS DISCOUNT OFF
CURRENT MANUFACTURER PRICE LIST

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LINE # STATE ITEM ID U/M UNIT COST

TEXTRON CUSHMAN MINUTE MISER MODEL 320 8% LESS DISCOUNT
OFF CURRENT MANUFACTURER PRICE LIST

TEXTRON CUSHMAN TUG MODEL 340 8% LESS DISCOUNT OFF
CURRENT MANUFACTURER PRICE LIST

TEXTRON CUSHMAN TITAN MODEL 36V, 48V, 4PASS 8% LESS
DISCOUNT OFF CURRENT MANUFACTURER PRICE LIST

TEXTRON CUSHMAN HAULSTER SERIES 8% LESS DISCOUNT OFF
CURRENT MANUFACTURER PRICE LIST

TEXTRON EX-GO SHUTTLE SERIES 8% LESS DISCOUNT OFF
CURRENT MANUFACTURER PRICE LIST

TEXTRON EZ-GO ST SERIES 8% LESS DISCOUNT OFF CURRENT
MANUFACTURER PRICE LIST

VANTAGE VEHICLES GAS & ELECTRIC 8% LESS DISCOUNT OFF
CURRENT MANUFACTURER PRICE LIST

E-RIDE ELECTRIC VEHICLES 6% LESS DISCOUNT OFF CURRENT
MANUFACTURER PRICE LIST

_____ END OF ITEM LIST _____

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE,
AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR
21.11.08. DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR
SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE FEDERAL TAX IDENTIFICATION NUMBER: 53-0241112

STATE PHONE NUMBER FOR PLACING ORDER: (800) 638-6563 EXT: 235

STATE VENDOR CONTACT PERSON: CHRISTY DAWSON

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AUTHORIZED BY: 

BUYER AUTHORIZED DESIGNEE

DATE: 08/07/08