BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

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SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1521835602
FOLCOMER EQUIPMENT CORPORATION
629 S PHILADELPHIA BLVD PO BOX 340

ABERDEEN, MD 21001
(410)575-6580

REFER QUESTIONS TO:

WALTER JOHNSON
(410)767-4605
WALTER.JOHNSON@DGS.STATE.MD.US

ITB: 001IT818353	**EXPR DATE:** 04/15/13 **POST DATE:** 04/05/11	**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.

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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
STUMP CUTTER / WOOD CHIPPER

****

CONTRACT SCOPE: TO SUPPPLY USING AGENCIES EQUIPMENT FOR THE EFFICIENT REMOVAL OF TREES AND BRUSH AT STATE FACILITIES AND ALONG THE HIGHWAYS.

CONTRACT PERIOD: THE TERM OF THE CONTRACT WILL BE A PERIOD OF 2 YEARS BEGINNING DATE OF AWARD THROUGH APRIL 15, 2013 WITH ONE YEAR RENEWAL.

PRICE ESCLATION: VENDOR MUST HOLD CURRENT PRICING LISTING IN EFFECT AT THE TIME OF BID FOR THE TERM OF THE CONTRACT. THIRTY DAYS PRIOR TO THE EXPIRATION RENEWAL DATE THE CONTRACT MAY REQUEST TO IMPLEMENT A NEW CURRENT PRICE LIST CHANGE.

CONTRACT USAGE: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED AMOUNT.

DELIVERY: WILL BE MADE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOW TO ANY POINT WITHIN THE STATE OF MARYLAND. CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND DELIVERY CHARGES.

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DELIVERY COULD RANGE BETWEEN 30 - 90 CALENDAR DAYS OR LESS A.R.O. DEPENDING ON MODEL PURCHASED AND AVAILABILITY. ALL ORDERS MUST DISPLAY BILL AND SHIP TO ADDRESS ALONG WITH AGENCY CONTACT PERSON AND PHONE NUMBER ON THE ORDER.

THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THE CONTRACT WITHIN THE PROCUREMENT OFFICERS CARD LIMITATION OF $5,000.00. VENDOR MUST ACCOUNT FOR CREDIT CARD PURCHASES ON THE USAGE REPORT.

PLACEMENT OF ORDERS: PURCHASE ORDER FOR ANY ITEM(S) LISTED IN A CONTRACT AWARDED PURSUANT TO THIS MULTIPLE AWARD BID WILL BE PLACED DIRECTLY WITH THE SUCCESSFUL CONTRACTOR(S) 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 MANUFACTURER. ALL ITEM SHALL CARRY THE MANUFACTURER'S STATED WARRANTY AND CONTRACTOR ARE RESPONSIBLE FOR ALL ASPECTS OF WARRANTY COVERAGE. AGENCY SHALL BE RESPONSIBLE FOR GETTING APPROVAL FROM VENDOR PRIOR TO DELIVERING EQUIPMENT TO THE NEAREST MANUFACTURER AUTHORIZED DEALER FOR WARRANTY SERVICE.

ASSSEMBLY:

A. ALL PRODUCTS MUST BE DELIVERED FULLY ASSEMBLED -READY TO OPERATE.
B. ALL PRODUCTS MUST BE DELIVERED WITH OPERATORS MANUAL, MAINTENANCE MANUAL, LUBRICATION GRADE, AND PARTS, BOOK. CD-ROM IS ACCEPTABLE.
C. ALL PRODUCTS MUST HAVE ATTACHMENTS ASSEMBLED AND MOUNTED -READY TO OPERATE TO INCLUDE HOOKUPS AND HYDRAULICS TO BE USED WITH UNITS.
D. SAFE OPERATIONAL PROCEDURES SHALL BE EXPLAINED AT TIME OF DELIVERY

TAXES: NOTE TAXING INFORMATION CONTAINED AT TOP OF BLANKET PURCHASE ORDER.

VENDOR SHALL PROVIDE A MANUFACTURER WEBSITE TO LOG ON TO, PRICE LIST OR CD-ROM FOR THE PURPOSE OF VERIFYING LIST PRICE, DISCOUNT AND AUDITING PURPOSES FOR MODEL ORDERED.

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

USAGE REPORT: THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES

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OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACTS REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF OF THE CONTRACT EVERY SIX 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 PLACES PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SENT YOUR REPORT TO DEPT. OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 WEST PRESTON STREET, ROOM M-3, BALTIMORE, MARYLAND 21201, ATTN: WALTER JOHNSON. YOU MAY FAX THE REPORT TO (410) 333-7022. 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.

TRADE-IN DISCOUNT: IT IS THE DISCRETION OF THE VENDOR TO ACCEPT TRADE-IN AND NOT MANDATORY. TRADE DISCOUNTS SHOULD BE DEDUCTED BY THE VENDOR IN ADDITION TO THE STATED DISCOUNT IN THE BID, UNLESS OTHERWISE STATED AND SHOWN ON THE FINAL INVOICE BILL.

INDEMNIFICATION CLAUSE: THE SUPPLIER WITHOUT EXCEPTION, SHALL INDEMNIFY AND SAVE HARMLESS THE STATE OF MARYLAND AND ITS EMPLOYEES FROM LIABILITY OF ANY NATURE OR KIND, INCLUDING COST AND EXPENSE FOR OR ON ACCOUNT OF ANY COPYRIGHT PATENTED OR UNPATENTED INVENTION, PROCESS, OR ARTICLE MANUFACTURED OR USED IN THE PERFORMANCE OF THE CONTRACT INCLUDING ITS USE BY THE STATE OF MARYLAND. IF THE SUPPLIER USES ANY DESIGN DEVICE OR MATERIALS COVERED BY LETTERS, PATENT COPYRIGHT, IT IS MUTUALLY AGREED AND UNDERSTOO WITHOUT EXCEPTION THAT THE PRICES SHALL INCLUDE ALL ROYALTIES OR COST ARISING FROM THE USE OF SUCH DESIGN, DEVICE, OR MATERIALS IN ANY WAY INVOLVED IN THE WORK.

ADDITIONAL USER CLAUSE: 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 EQUIPEMENT 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

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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.

LINE #	STATE ITEM ID	U/M	UNIT COST
0001	02004-200040	LT	

WOOD CHIPPER WITH ACCESSORIES (COMPLETE LINE)

STATE BRAND: RAYCO

LESS 10% DISCOUNT OFF MANUFACTURER PRICE LIST

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LINE #	STATE ITEM ID	U/M	UNIT COST
0002	02090-654321	LT	

STUMP CUTTER WITH ACCESSORIES (COMPLETE LINE)

STATE BRAND: RAYCO

LESS 10% DISCOUNT OFF MANUFACTURER PRICE LIST

0003	02004-200040	LT	

WOOD CHIPPER O.E.M. REPAIR PARTS

STATE PERCENTAGE DISCOUNT 10% OFF RAYCO MANUFACTURER REPAIR PARTS PRICE LIST.

0004	02090-654321	LT	

TREE CUTTERS AND STUMP GRINDERS, TRACTOR MOUNTED

STUMP CUTTER O.E.M. REPAIR PARTS

STATE PERCENTAGE DISCOUNT 10% OFF RAYCO MANUFACTURER REPAIR PARTS 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 TERMS OF THIS PURCHASE ORDER

STATE FEDERAL TAX IDENTIFICATION NUMBER: 52-1835602

STATE PHONE NUMBER FOR PLACING ORDER: (410) 575-6580

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STATE VENDOR CONTACT PERSON: BOB TAYLOR

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