BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B2400168 **PRINT DATE:** 09/28/11 **PAGE:** 01

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: 001IT818529

EXPR DATE: 09/30/13
POST DATE: 09/27/11

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
NON-ALL TERRAIN & NEIGHBORHOOD ELECTRIC (NEV) LOW SPEED UTILITY VEHICLES (LSV)

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SCOPE: FOR SUPPLYING THE STATE OF MARYLAND WITH THEIR NEEDS FOR VARIOUS NON-ALL TERRAIN AND NEIGHBORHOOD ELECTRIC LOW SPEED UTILITY VEHICLES FOR USE IN HAULING EQUIPMENT, MAINTENANCE, INSPECTION, PERSONNEL, WITH ATTACHMENTS FOR THE PERIOD SPECIFIED. QUANTITIES ARE ESTIMATES ONLY AND ARE NOT CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE AND MAY VARY APPRECIABLY FROM ESTIMATED QUANTITIES.

CONTRACT PERIOD: OCTOBER 1, 2011 THRU SEPTEMBER 30, 2013 (2 YEARS) WITH AN OPTION TO EXTEND FOR ONE (1) ADDITIONAL YEAR.

DELIVERY CLAUSE: SHALL BE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO ANY POINT WITHIN THE STATE OF MARYLAND. CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION SHIPPING AND DELIVERY CHARGES. DELIVERY SHALL BE MADE WITHIN TEN (10) CALENDAR DAYS UPON A.R.O.

ORDERING CLAUSE: THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT WITHIN PROCUREMENT OFFICER'S CARD LIMITATION OF $5,000.00. VENDOR MUST ACCOUNT FOR CREDIT CARD PURCHASES ON THEIR USAGE REPORT. ALL AGENCY ORDERS MUST

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TERMS (cont'd):

BE PLACED DIRECTLY TO THE AWARDED VENDOR. AGENCY ORDERS SHALL DISPLAY BILL TO AND SHIP TO ADDRESS ON THE ORDER, CONTACT PERSON AND PHONE NUMBER REGARDING THE ORDER SHALL ALSO BE PROVIDED TO VENDOR.

WARRANTY CLAUSE: 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.

PRICING CLAUSE: VENDOR MUST PROVIDE A WEBSITE THAT AGENCIES CAN LOG ON TO, OR PROVIDE A CD-ROM OF THE MSRP SHEET TO THE AGENCY UPON REQUEST IN ORDER FOR THE END USER TO VERIFY LIST PRICING BY MANUFACTURER FOR LEGISLATIVE AUDIT PURPOSE. FAILURE TO PROVIDE EITHER WILL BE CAUSE TO REJECT YOUR BID.

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 COMOMMODITIES 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.

BASIS OF AWARD: WILL BE MADE TO THE RESPONSIBLE AND RESPONSIVE BIDDER OFFERING THE HIGHEST SINGLE PERCENTAGE DISCOUNT PER MANUFACTURER BRAND. IF THE VENDOR QUOTES MORE THAN MANUFACTURER BRAND THEN THE HIGHEST SINGLE PERCENTAGE DISCOUNT WILL BE CONSIDERED FOR THAT BRAND.

PRICE ESCALATION: VENDOR MUST USE THE CURRENT PRICE LIST IN EFFECT

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TERMS (cont'd):

AT THE TIME OF BID. VENDOR WILL ONLY BE ALLOWED TO INSTITUTE A NEW PRICE LIST ON THE ANNIVERSARY OF THE BID AWARD DATE.

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 ANNUALLY 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 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.

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TERMS (cont'd):

(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 ADDITIONA 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	56057-10000B	LT	

NON-ALL TERRAIN & NEIGHBORHOOD ELECTRIC (NEV) LOW SPEED UTILITY VEHICLES.

STATE BRAND: TEXTRON VEHICLES (CUSHMAN AND EZ-GO) LESS 6% DISCOUNT OFF MSRP.

STATE BRAND: VANTAGE VEHICLES LESS 6% DISCOUNT OFF MSRP

STATE BRAND: STAR ELECTRIC VEHICLES LESS 6% DISCOUNT OFF MSRP

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.

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TERMS (cont'd):

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: (301) 620-4000 / (800) 638-6563 EXT: 235

STATE VENDOR CONTACT PERSON: CHRISTY DAWSON

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AUTHORIZED BY: _____ **DATE:** 09/28/11

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)