

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600081

PRINT DATE: 10/11/23

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| SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS | |
| VENDOR ID: MONTAGE ENTERPRISES INC 140 ROUTE 94 P O BOX 631 BLAIRSTOWN, NJ 07825 (866)435-2457 | REFER QUESTIONS TO: MATTHEW SMITH (410)767-3039 MATTHEW.SMITH2@MARYLAND.GOV |
| ITB: | EXPR DATE: 09/30/25 POST DATE: 10/10/23 |
| 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
NON-ORIGINAL EQUIPMENT MANUFACTURER (NON-O.E.M.)
MOWER/TRACTOR REPAIR PARTS

THIS CONTRACT IS FOR AN INDEFINITE DELIVERY INDEFINITE QUANTITY SUPPLY OF NON-O.E.M MOWER/TRACTOR REPAIR PARTS THAT ARE ATTACHED TO COMMERCIAL GRADE MOWERS.

THIS IS THE FINAL RENEWAL OPTION.

OPTION FINAL TERM: OCTOBER 01, 2023 THROUGH SEPTEMBER 30, 2025, WITH THE SAME CONTRACT TERM, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING OPTIONS LEFT UNDER ORIGINAL CONTRACT 001B2600172.

VENDOR CONTACT:

DAVE MONTAGEENT (EMAIL) DAVE@MONTAGEENT.COM
(PHONE) 866-435-2457

TOM MONTANYA (EMAIL) TOM.MONTANYA@MONTAGEENT.COM
(PHONE) 866-435-2457

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TERMS (cont'd):

AGENCY CONTACT:

MIKE MYERS (EMAIL) MIKE.MYERS@MARYLAND.GOV

THE CONTRACTOR SHALL FURNISH NON-O.E.M. REPLACEMENT OR REPAIR PARTS FOR ALL BRANDS OF MOWER/TRACTOR. ITEMS DELIVERED UNDER THIS CONTRACT SHALL BE NEW, OR LATEST MODEL EQUIPMENT. USED, REFURBISHED, OR REMANUFACTURED EQUIPMENT SHALL NOT BE ACCEPTED.

THE DISCOUNT OF 45% (PERCENT) WILL BE THE PERCENTAGE AMOUNT DISCOUNTED OFF ANY NON-OEM PART ORDERED BY THE STATE.

A COPY OF THE PRICE BOOK/PRICE LIST FROM WHICH THE VENDOR HAS QUOTED ITS PRICE IS PART OF THIS BPO (MONTAGE PRICE BOOK MARYLAND 2023).

REGIONS SERVICED UNDER THIS CONTRACT:

REGION 1 - DORCHESTER, WICOMICO, SOMERSET, WORCESTER
REGION 2 - CAROLINE, KENT, TALBOT, CECIL, QUEEN ANNE'S
REGION 3 - HARFORD, BALTIMORE CITY, BALTIMORE COUNTY, ANNE ARUNDEL
REGION 4 - PRINCE GEORGES, CALVERT, CHARLES, ST. MARY'S
REGION 5 - HOWARD, MONTGOMERY, FREDERICK, CARROLL
REGION 6 - GARRETT, ALLEGANY, WASHINGTON

QUALITY:

THIS CONTRACT IS SUBJECT TO CANCELLATION 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 CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

OPEN MARKET CLAUSE:

THE USING AUTHORITIES MAY PURCHASE ON THE OPEN MARKET THE PRODUCTS LISTED IN THE CASE OF VENDOR FAILURE TO PROVIDE THE COMMODITY IN THE TIME FRAME PRESCRIBED IN THE CONTRACT. VENDOR WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

ORDERING PROCEDURE:

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. FEES TO PROCESS CREDIT CARD PURCHASES WILL NOT BE ALLOWED. ALL PURCHASES MADE VIA PURCHASING CARDS MUST BE REFLECTED ON THE QUARTERLY USAGE REPORT.

DELIVERY:

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TERMS (cont'd):

DELIVERY SHALL BE MADE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO REGIONS WITHIN THE STATE OF MARYLAND LOCATIONS VIA THE MOST CONVENIENT AND LEAST EXPENSIVE METHOD OF SHIPMENT NO LATER THAN TEN (10) DAYS AFTER RECEIVING AN ORDER (A.R.O). VENDOR TO PROVIDE SERVICE FOR WILL CALL PICK-UP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND INSIDE DELIVERY CHARGES. EXPEDITED SHIPPING CHARGES SHALL BE THE RESPONSIBILITY OF THE USING AGENCY.

INVOICES:

THE VENDOR WILL SUBMIT INVOICES DIRECTLY TO THE USING AGENCY AND MUST INCLUDE AT MINIMUM THE FOLLOWING INFORMATION: BLANKET PURCHASE ORDER NUMBER (BPO)/CONTRACT NUMBER, PURCHASE ORDER NUMBER (PO), THE QUANTITY, ITEM, UNIT PRICE, DISCOUNT, EXTENDED PRICE, AND INVOICE TOTAL. THE VENDOR MUST ALSO INCLUDE THE 9-DIGIT ZIP CODE OF THE COMPANY FULL ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

WARRANTY:

THE SELLER EXPRESSLY WARRANTS THE COMMODITIES COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS, SAMPLE, OR DESCRIPTION OF PARTS (NON O.E.M.) FOR THE ORIGINALLY PURCHASED EQUIPMENT. THE SELLER SHALL GUARANTEE TO WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND THAT THE PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER.

PACKING:

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.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORT PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO: DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

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TERMS (cont'd):

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 SHALL IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRAN SACTION 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 DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, TEN (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 ALSO BE EMAILED TO:
DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

3. FAILURE TO REMIT TRANSACTION 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.

4. THE CONTRACTOR CONFIRMED IN WRITING ON 9/28/2021 THAT THEIR UNIT PRICE INCLUDES THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.
PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) THE FOLLOWING ENTITIES MAY 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

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TERMS (cont'd):

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR

(6) A NON APUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

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

(B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASINGPOWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORYOR CHARTER PROVISION.

(7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

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 OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS 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 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 BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # DGSR2600002/ BPM023423 ARE INCORPORATED HEREIN BY REFERENCE.

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| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> | _____ |
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CUTTER AND SHREDDER (MOWER), FLAIL, ROTARY, REEL, AND SICKLE BAR PARTS

45% (PERCENT) DISCOUNT OFF OF ANY NON-O.E.M. REPLACEMENT OR REPAIR PARTS.

_____ END OF ITEM LIST _____

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS 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 IN AND MADE PART OF THE BPO.

IF THE STATE OF MARYLAND OR OTHER REGULATORY BODY REQUIRES A LICENSE OR CERTIFICATE TO PERFORM THE SERVICES REQUIRED, PLEASE PROVIDE THE LICENSE NUMBER AND DATE OF ISSUANCE.

LICENSE NUMBER

DATE OF EXPIRATION

IF YOU ARE A DEPARTMENT OF TRANSPORTATION CERTIFIED MINORITY BUSINESS, PLEASE PROVIDE YOUR CERTIFICATION NUMBER.

MDOT'S MBE CERTIFICATION NUMBER

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE