

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400278

PRINT DATE: 01/09/18

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: CORRELLI INCORPORATED PO BOX 43215 BALTIMORE, MD 21236 (443)503-5641	REFER QUESTIONS TO: ALLEGRA DAYE (410)767-4032 ALLEGRA.DAYE1@MARYLAND.GOV
ITB:	EXPR DATE: 12/31/18 POST DATE: 12/18/17
	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
M U L T I P L E A W A R D C O N T R A C T
F O R
S T U M P C U T T E R / W O O D C H I P P E R

THIS IS (1) ONE OF (3) THREE RENEWALS.

VENDOR: CORRELLI INCORPORATED.

VENDOR FEIN#: 52-2155430

VENDOR PHONE #: (443) 503-5641

VENDOR CONTACT: BILL CORRELLI
BILL@CORRELLI.NET

CONTRACT SCOPE: TO SUPPLY 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 ONE (1) YEAR WITH TWO (2) ONE-YEAR RENEWALS BEGINNING DATE OF AWARD, JANUARY 1, 2018 THROUGH DECEMBER 31, 2018.

CONTRACT USAGE: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400278

PRINT DATE: 01/09/18

PAGE: 02

TERMS (cont'd):

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. 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 THEIR ANNUAL 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.

ASSEMBLY:

- 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 TO USING AGENCY AND DGS A MANUFACTURER WEBSITE TO LOG ON TO, PRICE LIST OR CD-ROM FOR THE PURPOSE OF VERIFYING LIST PRICE, DISCOUNT AND AUDITING PURPOSE FOR MODEL ORDERED.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400278

PRINT DATE: 01/09/18

PAGE: 03

TERMS (cont'd):

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.

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 UNDERSTOOD 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 ASSOCIATION OF INDEPENDENT SCHOOL; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODEOR
- (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

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400278

PRINT DATE: 01/09/18

PAGE: 04

TERMS (cont'd):

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.

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.
2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE 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 THE MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. THE CHECK SHOULD BE MADE PAYABLE TO MARYLAND DEPARTMENT OF GENERAL SERVICES. THE EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER ALLEGRA.DAYE AT ALLEGRA.DAYE@MARYLAND.GOV AND THE EMM MANAGER CATHY.MAZOLA@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 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400278

PRINT DATE: 01/09/18

PAGE: 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	02004-200040	EA	
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WOOD CHIPPER WITH ACCESSORIES (COMPLETE LINE)

STATE BRAND: TEREX

LESS 11% DISCOUNT OFF MANUFACTURER PRICE LIST

TEREX BRUSH CHIPPER; MODELS TAC WOODSMAN 700, TAC 710, TAC 720, TAC 730, TAC 750, TAC WOODSMAN 770, TAC WOODSMAN 790,

0002	02090-654321	EA	
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STUMP CUTTER WITH ACCESSORIES (COMPLETE LINE)

STATE BRAND: TEREX

LESS 11% DISCOUNT OFF MANUFACTURER PRICE LIST

PRICE LIST DATE:

TEREX STUMP GRINDER: MODELS TSG 511 SW, TSG 538

0003	02004-200040	EA	
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WOOD CHIPPER O.E.M. REPAIR PARTS

STATE PERCENTAGE DISCOUNT 10% OFF TEREX MANUFACTURER REPAIR PARTS PRICE LIST

0004	02090-654321	EA	
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TREE CUTTERS AND STUMP GRINDERS, TRACTOR MOUNTED

TREE CUTTER AND STUMP GRINDERS, TRACTOR MOUNTED STUMP CUTTER O.E.M. REPAIR PARTS

STATE PERCENTAGE DISCOUNT 10% OFF TEREX MANUFACTURER REPAIR PARTS PRICE LIST

END OF ITEM LIST

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400278

PRINT DATE: 01/09/18

PAGE: 06

TERMS (cont'd):

***** LAST PAGE *****

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE