

PURCHASE ORDER

ST. MARY'S COUNTY GOVERNMENT PROCUREMENT

P.O. Box 653, Leonardtown, MD 20650
301-475-4200 Ext 71220 procurementhelp@stmaryscountymd.gov
Federal ID #52-6001015 Maryland Sales Tax Exempt# 30001268

PURCHASE ORDER NUMBER

088466

VENDOR NUMBER: 38838

BUDDS CREEK EQUIPMENT LLC
PO BOX 189
CLEMENTS, MD 20624

SHIP TO:

St. Mary's County Commissioners
DEPT. OF PUBLIC WORKS AND
TRANSPORTATION
44825 ST. ANDREWS CHURCH
CALIFORNIA, MD 20619

DELIVER BY	F.O.B.	TERMS	CONFIRM TO
09/30/23	DESTINATION	NET/30	BRANDON HAYDEN
CONTRACT NO.	PROJECT	REQ. NUMBER	PURCHASE ORDER DATE
706-23		128757	06/16/23

LINE	QUANTITY	U/M	ITEM NO./DESCRIPTION	UNIT COST	EXTENDED COST
1	6.00	EA	MASSEY 4709 TRACTOR INCLUDES: 4WD, CAB, HVAC, RADIO, TINTED WINDOWS SEAT WITH INSTRUCTOR SEAT, 13.6X24 FRONT TIRES AND 16.9X34 REAR TIRES, FLASHING DOME LIGHT, 60" SIDE MOUNT FLAIL MOWER & 90" OFFSET 3 POINT HITCH FLAIL MOWER, ELECTRIC TRAVEL LOCK, GRILLE GUARD, HYDRO COOLING, AUTO SHUTOFF, SETUP &INSTALLATION.	119300.0000	715800.00
SUB-TOTAL					715800.00
TOTAL					715800.00

REMARKS:
PRICING IN ACCORDANCE WITH 6/5/23 VENDOR QUOTE
USING BUYBOARD AGCO CONTRACT # SHOWN ABOVE.
POC: RICK TARR 301-475-4200 X73540

ACCOUNT NO.
00114054315154

AUTHORIZED BY _____
Purchasing Official

TERMS AND CONDITIONS

1. INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be at the destination unless otherwise provided. Until delivery and Acceptance, and after any rejection, risk of loss will be on the Contractor unless results from negligence of St. Mary's County Government (SMCG).

2. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this purchase order will be accepted unless such variation has been caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and then only in the extent specified elsewhere in this purchase order.

3. PAYMENTS

Invoices must reference purchase order number. Invoices will be processed when properly submitted within 30 days after receipt. No partial payments will be paid, unless otherwise specified on this purchase order. Order must be complete before payment.

4. DISCOUNTS

In connection with any discounts offered, time will be computed from the date of completion and acceptance of Services or the delivery and acceptance of Supplies. For purposes of computing the discount earned, payment shall be considered to have been made on the date the County payment was processed.

5. DISPUTES

The Contractor shall notify the Contracting Officer within 5 days of any disputes, failures to perform, significant events, or other problems with the goods or services ordered on the face of this purchase order. Resolution is subject to the provisions of the currently adopted St. Mary's County Procurement Manual.

6. OFFICIALS NOT TO BENEFIT

No County Commissioner or other elected Official of St. Mary's County shall be admitted to any share of part of this purchase order or to any benefit arising from it. However, this Clause does not apply to this purchase order to the extent that purchase order is made with a corporation for the corporation's general benefit provided the official is not a major shareholder.

7. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this purchase order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona-fide employees or bona-fide commercial or selling agencies maintained by the Contract for the purpose of securing business.

8. GRATUITIES

1. The right of the Contract to proceed may be terminated by a written notice, if, after notice and hearing, the Procurement Officer, or their designee, determines that the Contractor, his agent, or representative offered or gave a Gratuity (entertainment or gift) to an Officer, Official or Employee of the county, intended by this Gratuity to obtain a contract or favorable treatment under a contract.
2. The facts supporting this determination may be reviewed by any Court having lawful jurisdiction.
3. If the contract is terminated under paragraph 1, the County is entitled to pursue the same remedies as in a breach of the contract.

9. INDEPENDENT PRICING

The Offeror certifies that the prices in this offer have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any other offeror or competitor relating to these prices.

10. COMMERCIAL WARRANTY

The Contractor agrees that the supplies or services under this purchase order shall be covered by the most favorable commercial Warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the county by any other clause of this purchase order.

11. CHANGES

The Contracting Officer may at any time, by written order, and without notice to the Sureties, make changes within the general scope of this purchase order, subject to the provisions of the Change Order policy of the currently adopted St. Mary's County Procurement Manual.

12. TERMINATION FOR DEFAULT

The Contracting Officer, by written notice, may terminate this purchase order, in whole or in part for failure of the Contractor to perform any of the provisions hereof; subject to the provisions of the Termination for Default policy of the currently adopted St. Mary's County Procurement Manual.

13. TERMINATION FOR CONVENIENCE

The Contracting Officer may, by written notice, terminate this purchase order, in whole or in part, when it is in the best interest of the County. If this purchase order is so terminated, the Contractor shall be compensated in accordance with the provisions of the Termination for Convenience policy of the currently adopted St. Mary's County Procurement Manual.

14. ASSIGNMENT OF CLAIMS

The Contractor may assign its rights to be paid amounts due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution. The assignee under such an assignment may thereafter further assign its right under the original assignment to any type of financing institution.

15. SHIPMENTS

All shipments must be prepaid. All prices, unless otherwise specified, are delivered with transportation charges prepaid. If vendor quotes F.O.B. destination and freight charges are placed against the County either by collect shipment or prepaid charges added to invoice, such an amount will be deducted from the invoice and notified of such action or order that County accounts may be adjusted, unless a line for Shipping Charges appears on the face of this purchase order.



Benjamin Lyons
Member, Sales Representative
Budds Creek Equipment LLC

Budds Creek Equipment LLC
P.O. Box 189
Clements, Maryland 20624

June 5th, 2023
St. Mary's County Commissioners
Dept. of Public Works and Transportation
44825 St. Andrews Church Rd.
California, MD 20619

Dear St. Mary's County Government,

Below is the following description and quote for the Massey Ferguson 4709 tractor with diamond 60" side mount flail mower, and diamond 90" offset 3-point hitch flail mower. If there are any questions or concerns please contact me 3014759512 or email at buddscreekequipment@gmail.com.

The following tractors will be a Massey 4709 tractor with 4WD, cab, heat air conditioning, radio, tinted windows, seat with instructor seat, 13.6 x 24 front tires, 16.9 x 34 rear tires, flashing dome light.

The tractor will be equipped with a Diamond DSF060-C 60" side mount flail mower, including an electric travel lock, grill guard, hydraulic cooling package, auto shut off switch, hydraulic installation, and machine installation on the tractor.

The tractor will also be equipped with a Diamond DRF090-OF 90" offset 3-point hitch flail mower with self-cleaning reversible knives, replaceable skid shoes, adjustable roller height, both the discharge flap and protective bonnet shield protect the equipment, the operator and bystanders. Including hydraulic installation and machine installation on the tractor.

Parts books will be included with each unit as well.

Total package for the Massey Ferguson 4709 Cab Tractor with Diamond side flail mower and rear flail mower serviced and delivered to Department of Public Works and Transportation.....\$119,300

We will be utilizing the Buyboard contract mechanism under the contract number 706-23.

Thank you for the opportunity on this matter. We look forward to your response.

Sincerely,

Budds Creek Equipment LLC
23480 Budds Creek Equipment LLC
Clements, MD 20624
(301) 475 9512

Benjamin Lyons, Member
Benjamin S. Lyons, Member

Charles P. Guy Jr.
Charles P. Guy Jr., Sales