BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

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SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1580415192
SUNBELT RENTALS
7605 PULASKI HWY

BALTIMORE, MD 21237
(410)866-9302

REFER QUESTIONS TO:

STACEY HILL
(410)767-4032
STACEY.HILL@MARYLAND.GOV

ITB:

EXPR DATE: 10/26/15
POST DATE: 10/16/14

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 EMERGENCY CONTRACT
FOR
WATER PUMP RENTAL
****

CONTACT INFORMATION:
DON FURR, 301-470-2595 (24 HRS); 301-910-4080 (CELL, 24 HRS)
.FINAL RENEWAL OPTION FOR THIS CONTRACT.
THIS CONTRACT IS A FIXED PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW.
TERM: 10/26/2014 THRU 10/25/2015 (1-YEAR)

THE TERMS, CONDITIONS REMAIN THE SAME.

THIS CONTRACT IS A FIXED PRICE CONTRACT WITH ADJUSTMENT. PRICE ADJUSTMENTS WILL BE ALLOWED PER THE TERMS BELOW.

PRICE ADJUSTMENT CLAUSE: VENDOR MUST HOLD STATED BID PRICING FOR AT LEAST ONE YEAR FROM DATE AWARD OF THE CONTRACT. THE VENDOR WILL BE ALLOWED TO CHANGE THEIR PRICING ON THE ANNIVERSARY OF THE CONTRACT AWARD DATE.

THIS CONTRACT IS FOR AN INDEFINITE QUANTITY TERM CONTRACT TO SUPPLY THE STATE OF MARYLAND USING AUTHORITIES VARIOUS SIZE TRASH WATER PUMPS ON A RENTAL BASIS IN EMERGENCY SITUATIONS TO INCLUDE

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TERMS (cont'd):

DELIVERY AND PICK-UP THROUGHOUT THE STATE OF MARYLAND.

FREIGHT COST FOR DELIVERIES AND PICK-UP WILL BE NEGOTIATED ON AN INDIVIDUAL ORDER BASIS.

AREAS COVERED UNDER THIS CONTRACT:

REGION 1 __X___ DORCHESTER; WICOMICO; SOMERSET; WORCESTER

REGION 2 __X___ CECIL; KENT; QUEEN ANNE'S, TALBOT; CAROLINE

REGION 3 __X___ HARFORD; BALTIMORE CITY; BALTIMORE CO.; ANNE ARUNDEL

REGION 4 __X___ PRINCE GEORGE'S; CALVERT; CHARLES; ST. MARY'S

REGION 5 __X___ HOWARD; MONTGOMERY; FREDERICK; CARROLL

REGION 6 __X___ GARRETT; ALLEGANY; WASHINGTON

ORDER/DELIVERY PROCEDURE:
DELIVERY SHALL BE MADE AS EXPEDITIOUSLY AS POSSIBLE WITHIN TWENTY-FOUR (24) HOURS OF NOTIFICATION FROM THE USING AUTHORITIES.

SAFE OPERATIONAL PROCEDURES SHALL BE EXPLAINED AT THE TIME OF DELIVERY.

ORDER PROCEDURE: USING AGENCIES MAY ISSUE A HARD COPY PURCHASE ORDER SHOWING BILL TO AND SHIP TO ADDRESS, CONTACT PERSON AND TELEPHONE NUMBER. TELEPHONE ORDERS MUST BE ACCOMPANIED BY A CREDIT CARD OR FOLLOWED UP WITH ISSUANCE OF A PURCHASE ORDER WITHIN 48 HOURS.

ALL VENDORS MUST ACCEPT THE STATE OF MARYLAND PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITATION.

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, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, 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 A MONTHLY USAGE REPORT DOCUMENTING

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TERMS (cont'd):

ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

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 $10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

0001	72015-890000	EA	50.0000

WATER PUMP TRASH PORTABLE GAS 2" SUCTION/DISCHARGE, 175 GPM SHALL BE SELF PRIMING BUT REQUIRE MANUAL PRIME PRIOR TO INITIAL START AND CAPABLE OF DEVELOPING 30 FEET OF HEAD DISCHARGE PRESSURE.

DAILY RATE: $50.00
WEEKLY RATE: $125.00
MONTHLY RATE: $375.00
PRICES ARE RENTAL RATES ONLY AND DO NOT INCLUDE DELIVERY OR PICK-UP.

0002	72015-890000	EA	60.0000

WATER PUMP TRASH PORTABLE GAS 3" SUCTION/DISCHARGE, 300 GPM SHALL BE SELF PRIMING BUT WILL REQUIRE MANUAL PRIM PRIOR TO INITIAL START, CAPABLE OF DEVELOPING 30 FEET OF HEAD DISCHARGE PRESSURE.

DAILY RATE: $60.00
WEEKLY RATE: $150.00

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LINE #	STATE ITEM ID	U/M	UNIT COST

MONTHLY RATE: $450.00
PRICES ARE RENTAL RATES ONLY AND DO NOT INCLUDE DELIVERY OR PICK-UP.

0003	72015-890000	EA	85.0000

WATER PUMP TRASH PORTABLE 4" SUCTION/DISCHARGE, 500 GPM SHALL BE SELF PRIMING BUT WILL REQUIRE MANUAL PRIME PRIOR TO INITIAL START, CAPABLE OF 30 FEET OF HEAD DISCHARGE PRESSURE.

DAILY RATE: $85.00
WEEKLY RATE: $220.00
MONTHLY RATE: $630.00
PRICES ARE RENTAL RATES ONLY AND DO NOT INCLUDE DELIVERY OR PICK-UP.

0004	72015-890000	EA	220.0000

WATER PUMP TRASH DIESEL SILENCED 4" X 4" SUCTION/DISCHARGE, TRAILER MOUNTED, 900 GPM SHALL BE SELF PRIMING, BUT INCLUDE A DRY PRIME VACUUM ASSIST CAPABLE OF RAPID UNATTENDED PRIMING AND CONTINOUS REPRIMING, CAPABLE OF DEVELOPING 30 FEET OF HEAD DISCHARGE PRESSURE.

DAILY RATE: $220.00
WEEKLY RATE: $550.00
MONTHLY RATE: $1650.00
PRICES ARE RENTAL RATES ONLY AND DO NOT INCLUDE DELIVERY OR PICK-UP.

0005	72015-890000	EA	280.0000

WATER PUMP TRASH DIESEL SILENCED 6" X 6" SUCTION/DISCHARGE, SKID MOUNTED, 2200 GPM SHALL BE SELF PRIMING BUT INCLUDE A DRY PRIME VACUUM ASSIST CAPABLE OF RAPID UNATTENDED PRIMING AND CONTINOUS REPRIMING, CAPABLE OF DEVELOPING 30 FEET OF HEAD DISCHARGE PRESSURE.

DAILY RATE: $280.00
WEEKLY RATE: $700.00
MONTHLY RATE: $2100.00
PRICES ARE RENTAL RATES ONLY AND DO NOT INCLUDE DELIVERY OR PICK-UP.

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LINE #	STATE ITEM ID	U/M	UNIT COST
0006	72015-890000	EA	280.0000

WATER PUMP TRASH DIESEL SILENCED 6" X 6" SUCTION/DISCHARGE, TRAILER MOUNTED 2200 GPM SHALL BE SELF PRIMING BUT INCLUDE A DRY PRIME VACUUM ASSIST CAPABLE OF RAPID UNATTENDED PRIMING AND CONTINOUS REPRIMING, CAPABLE OF DEVELOPING 30 FEET OF HEAD DISCHARGE PRESSURE.

DAILY RATE: $280.00
WEEKLY RATE: $700.00
MONTHLY RATE: $2100.00
PRICES ARE RENTAL RATES ONLY AND DO NOT INCLUDE DELIVERY OR PICK-UP.

0007	72015-890000	EA	180.0000

WATER PUMP TRASH DIESEL STARDARD 4" X 4" SUCTION/DISCHARGE, TRAILER MOUNTED, 900 GPM SHALL BE SELF PRIMING BUT INCLUDE A DRY PRIME VACUUM ASSIST CAPABLE OF RAPID UNATTENDED PRIMING AND CONTINOUS REPRIMING CAPABLE OF DEVELOPING 30 FEET OF HEAD DISCHARGE PRESSURE.

DAILY RATE: $180.00
WEEKLY RATE: $450.00
MONTHLY RATE: $1350.00
PRICES ARE RENTAL RATES ONLY AND DO NOT INCLUDE DELIVERY OR PICK-UP.

0008	72015-890000	EA	180.0000

WATER PUMP TRASH STANDARD DIESEL 4" X 4" SUCTION/DISCHARGE SKID MOUNTED, 900 GPM SHALL BE SELF PRIMING, BUT INCLUDE A DRY PRIME VACUUM ASSIST CAPABLE OF RAPID UNATTENDED PRIMING AND CONTINOUS REPRIMING, CAPABLE OF DEVELOPING 30 FEET OF HEAD DISCHARGE PRESSURE.

DAILY RATE: $180.00
WEEKLY RATE: $450.00
MONTHLY RATE: $1350.00
PRICES ARE RENTAL RATES ONLY AND DO NOT INCLUDE DELIVERY OR PICK-UP.

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LINE #	STATE ITEM ID	U/M	UNIT COST
0009	72015-890000	EA	240.0000

WATER PUMP TRASH STANDARD 6" X 6" SUCTION/DISCHARGE, TRAILER MOUNTED, 2200 GPM SELF PRIMING BUT INCLUDE A DRY PRIME VACUUM ASSIST CAPABLE OF RAPID UNATTENDED PRIMING AND CONTINOUS REPRIMING, CAPABLE OF DEVELOPING 30 FEET OF HEAD DISCHARGE PRESSURE.

DAILY RATE: $240.00
WEEKLY RATE: $600.00
MONTHLY RATE: $1800.00
PRICES ARE RENTAL RATES ONLY AND DO NOT INCLUDE DELIVERY OR PICK-UP.

0010	72015-890000	EA	240.0000

WATER PUMP TRASH STANDARD DIESEL 6" X 6" SUCTION/DISCHARGE, SKID MOUNTED, 2200 GPM SELF PRIMING, BUT INCLUDE A DRY PRIME VACUUM ASSIST CAPABLE OF RAPID UNATTENDED PRIMING AND CONTINOUS REPRIMING, CAPABLE OF DEVELOPING 30 FEET OF HEAD DISCHARGE PRESSURE.

DAILY RATE: $240.00
WEEKLY RATE: $600.00
MONTHLY RATE: $1800.00
PRICES ARE RENTAL RATES ONLY AND DO NOT INCLUDE DELIVERY OR PICK-UP.

0012	72015-890000	EA

WATER PUMP

END OF ITEM LIST

ADDITIONAL TERMS AND CONDITIONS:

SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.

RETURNS/REPLACEMENT: THE VENDOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIR OF DEFECTIVE EQUIPMENT FOUND THROUGH NORMAL USAGE WHICH EVER IS

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TERMS (cont'd):

MORE EXPEDIENT. THE AGENCY WILL BE RESPONSIBLE FOR COST OF REPAIR OR REPLACEMENT OF EQUIPMENT DAMAGED THROUGH IMPROPER USAGE NOT DEEM VIABLE BY THE MANUFACTURER.

ITEMS MAY BE ADDED OR DELETED FROM THIS CONTRACT AS REQUIRED.

QUANTITIES ARE ESTIMATED ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE USING AUTHORITY AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES AND WILL RELEASE ON AN AS-REQUIRED BASIS.

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.

TAX PAYMENT: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

DURATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS 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 MUST BE FILED WITHIN THIRTY (30)DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:
MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

THE MARYLAND DEPT. OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER $25,000" INCORPORATED HEREIN BY REFERENCE.

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 UNDER THIS CONTRACT:

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TERMS (cont'd):

(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 OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

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

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

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

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

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 NOT 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 DETERMING 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.

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AUTHORIZED BY: _____ **DATE:** 10-24-14

BUYER AUTHORIZED DESIGNEE