

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B5600283

**PRINT DATE:** 02/25/25

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

GAMBRILLS EQUIPMENT CO  
8001 QUARTERFIELD RD

SEVERN, MD 21144  
(410 )969-3947

### REFER QUESTIONS TO:

MATTHEW SMITH  
(410 )767-3039  
MATTHEW.SMITH2@MARYLAND.GOV

### ITB:

**EXPR DATE:** 11/04/29  
**POST DATE:** 02/25/25

**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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STATEWIDE ICPA CONTRACT  
FOR  
GROUNDS MAINTENANCE SUPPLIES

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INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR GROUNDS MAINTENANCE SUPPLIES BASED OFF BALTIMORE COUNTY PUBLIC SCHOOLS CONTRACT NTA-506-25 EFFECTIVE THROUGH NOVEMBER 4, 2029 WITH NO RENEWAL OPTIONS.

THIS BCPS MASTER AGREEMENT MAY BE USED BY ALL STATE AGENCIES, INSTITUTIONS OF HIGHER EDUCATION, POLITICAL SUBDIVISIONS AND OTHER ENTITIES AUTHORIZED TO USE STATEWIDE CONTRACTS IN THE STATE OF MARYLAND.

VENDOR CONTACT: JIM NOLAN  
VENDOR EMAIL: JIM.NOLAN@SAWDOCMD.COM  
VENDOR PHONE: 410-969-3947

### CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

### PRICE CHANGES:

PRICE CHANGES MUST BE APPROVED IN WRITING BY BCPS. VENDOR MUST SUBMIT A WRITTEN BCPS APPROVED PRICE INCREASE TO THE

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### TERMS (cont'd):

OFFICE OF STATE PROCUREMENT (OSP). BCPS SOLICITATION AUTHORIZES PRICE INCREASE, ONLY WITHIN 30 DAYS OF CONTRACT ANNIVERSARY DATE.

#### DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE REQUEST FOR PROPOSAL SHALL BE DELIVERED FOB TO THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE RFP. ANY MATERIAL WHICH IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIAL SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY. PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. 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:

- (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:

(1) EITHER HAS BEEN ISSUED A CERTIFICATE OF 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

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### TERMS (cont'd):

(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 TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) 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 MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AND ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

#### ELECTRONIC TRANSACTION FEE:

A. 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 IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION 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.

B. 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, THIRTY (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 BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

#### (1) USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED

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### TERMS (cont'd):

-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 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. THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

C. 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.

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

### ORDERS:

ANY ORDER PLACED BY A PARTICIPATING ENTITY OR PURCHASING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE FROM THIS MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE IN WRITING THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

### INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

### TERMINATION FOR CONVENIENCE:

THE PERFORMANCE OF WORK UNDER THIS CONTRACT MAY BE TERMINATED BY THE STATE IN ACCORDANCE WITH THIS CLAUSE IN WHOLE, OR FROM TIME TO TIME IN IN PART, WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE WILL PAY ALL REASONABLE

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### TERMS (cont'd):

COSTS ASSOCIATED WITH THIS CONTRACT THAT THE CONTRACTOR HAS INCURRED UP TO THE DATE OF TERMINATION AND ALL REASONABLE COSTS ASSOCIATED WITH TERMINATION OF THE CONTRACT. HOWEVER, THE CONTRACTOR SHALL NOT BE REIMBURSED FOR ANY ANTICIPATORY PROFITS THAT HAVE NOT BEEN EARNED UP TO THE DATE OF TERMINATION. TERMINATION THEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.12A(2).

### TERMINATION FOR DEFAULT:

IF THE CONTRACTOR FAILS TO FULFILL ITS OBLIGATION UNDER THIS CONTRACT PROPERLY AND ON TIME, OR OTHERWISE VIOLATES ANY PROVISION OF THE CONTRACT, THE STATE MAY TERMINATE THE CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR. THE NOTICE SHALL SPECIFY THE ACTS OR OMISSIONS RELIED UPON AS CAUSE FOR TERMINATION. ALL FINISHED OR UNFINISHED WORK PROVIDED BY THE CONTRACTOR SHALL, AT THE STATE'S OPTION, BECOME THE STATE'S PROPERTY. THE STATE SHALL PAY THE CONTRACTOR FAIR AND EQUITABLE COMPENSATION FOR SATISFACTORY PERFORMANCE PRIOR TO RECEIPT OF NOTICE OF TERMINATION, LESS THE AMOUNT OF DAMAGES CAUSED BY CONTRACTOR'S BREACH. IF THE DAMAGES ARE MORE THAN THE COMPENSATION PAYABLE TO THE CONTRACTOR, THE CONTRACTOR WILL REMAIN LIABLE AFTER TERMINATION AND THE STATE CAN AFFIRMATIVELY COLLECT DAMAGES. TERMINATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.11B.

### MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

### BPO AS CONTRACT

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN

AS USED IN THIS PROVISION, A BID REFERS TO A BID SUBMITTED UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFER SUBMITTED UNDER COMPETITIVE SEALED PROPOSALS.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN

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THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE SOLICITATION OR FOR  
SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

PRICING AND DISCOUNT LIST ATTACHED TO THIS BPO.

0001 88046-000001 EA

EQUIPMENT, GROUNDS MAINTENANCE

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

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AUTHORIZED BY: Matthew Smith Procurement Officer

BUYER AUTHORIZED DESIGNEE

DATE: 2/25/25

<b>BALTIMORE COUNTY PUBLIC SCHOOLS</b> <b>BID TABULATION - POSTING</b> <b>Bid Number : NTA-506-25</b> <b>Bid Name: GROUNDS MAINTENANCE EQUIPMENT</b> <b>GAMBRILLS EQUIPMENT COMPANY INC</b>		
ITEM GROUP	MANUFACTURER	BID % OFF LIST
<b>Group 1: Mowing Equipment</b> (Ex: Wide area mowers, trim mowers, Sports turf mowers, landscape mowers, Zero turn mowers)	WRIGHT MFG	22%
<b>Group 2: Utility Vehicle</b>		
<b>Group 3: Spraying Equipment</b>		
<b>Group 4: Debris Equipment</b> (Ex: Blowers, sweepers and vacs)		
<b>Group 5: Turf Cultivation Equipment</b> (Ex: Aerators, dethatchers, seeders, Rotavators, Tillers Topdressers)		
<b>Group 6: Irrigation Products</b>		
<b>Group 7: Miscellaneous Attachments</b> (Ex: Augers, backhoes, buckets, cement bowls, Hydraulic breakers, forks, grading equipment, Snow throwers, stump grinders, tillers, cultivators, Trenchers, plows and boring, artificial turf Maintenance Equipment)		
<b>Group 8: Portable Power Equipment</b> (Ex: Line trimmers, hedge trimmers, extended Reach products, blowers (hand held), edgers, Chain saws, multipurpose saws, generators, pumps)		
<b>Group 9: Compact Tractors</b> (18- to 48-hp)		
<b>Group 10: Utility Tractors</b> (44- to 89-hp)		
<b>Group 11: Skid Steers</b>		
<b>Group 12: Loader/Backhoe</b> (65- to 100 -hp. Full sized, rubber tires)		
<b>Group 13: Excavators</b>		
<b>Group 14: Other Power Equipment</b> (Ex: aerial work platforms, scissor lifts, rollers) Chipper, stump Grinder, infield maintenance tractor)		
<b>Hourly Service Fee - per hour</b>		<b>\$100.00</b>
PERCENT OFF LIST - SUB-GROUP		
<b>Group # and Group Name:</b>	<b>GROUP 1. MOWING EQUIPMENT</b>	
<b>Sub-Group "All" Description:</b>	<b>EXMARK</b>	<b>30%</b>
<b>Sub-Group "All" Description:</b>	<b>STIHL</b>	<b>15%</b>
<b>Sub-Group "All" Description:</b>	<b>BOBCAT</b>	<b>15%</b>
<b>Sub-Group "All" Description:</b>	<b>ECHO</b>	<b>26%</b>
<b>Sub-Group "All" Description:</b>	<b>ARIENS</b>	<b>15%</b>
<b>Sub-Group "All" Description:</b>	<b>GREENWORKS</b>	<b>15%</b>
<b>Hourly Service Fee - per hour</b>	<b>100 (\$0.00 for ARIENS)</b>	
<b>Group # and Group Name:</b>	<b>Group 2: UTILITY VEHICLE</b>	
<b>Sub-Group "All" Description:</b>	<b>GREENWORKS</b>	<b>15%</b>
<b>Hourly Service Fee - per hour</b>	<b>\$100.00</b>	
<b>Group # and Group Name:</b>	<b>Group 3: Spraying Equipment</b>	
<b>Sub-Group "All" Description:</b>	<b>EXMARK/ZTURF</b>	<b>30%</b>
<b>Sub-Group "All" Description:</b>	<b>STIHL</b>	<b>25%</b>
<b>Sub-Group "All" Description:</b>	<b>SHINDAWIA</b>	<b>25%</b>
<b>Sub-Group "All" Description:</b>	<b>ECHO</b>	<b>26%</b>
<b>Hourly Service Fee - per hour</b>	<b>\$100.00</b>	

Group # and Group Name:	Group 4: Debris Equipment	
Sub-Group “All” Description:	EXMARK/ZTURF	30%
Sub-Group “All” Description:	BILLY GOAT	24%
Sub-Group “All” Description:	STIHL	25%
Sub-Group “All” Description:	LITTLE WONDER	14%
Sub-Group “All” Description:	SHINDAWIA	25%
Sub-Group “All” Description:	Brown	5%
Sub-Group “All” Description:	GREENWORKS	20%
Sub-Group “All” Description:	ECHO	26%
Hourly Service Fee - per hour	\$100.00	
Group # and Group Name:	Group 5: Turf Cultivation Equipment	
Sub-Group “All” Description:	EXMARK/ZTURF	30%
Sub-Group “All” Description:	BILLY GOAT	24%
Sub-Group “All” Description:	LITTLE WONDER/ CLASSEN	24%
Sub-Group “All” Description:	RYAN	16%
Sub-Group “All” Description:	ECHO	26%
Sub-Group “All” Description:	ECOLAWN	8%
Hourly Service Fee - per hour	\$100.00	
Group # and Group Name:	Group 6: Irrigation Products	
Sub-Group “All” Description:	NO BID	
Hourly Service Fee - per hour	NO BID	
Group # and Group Name:	Group 7: Miscellaneous Attachments	
Sub-Group “All” Description:	BILLY GOAT	24%
Sub-Group “All” Description:	SNOW EX	12%
Sub-Group “All” Description:	MEYER	15%
Sub-Group “All” Description:	ARIENS	18%
Sub-Group “All” Description:	BROWN	5%
Sub-Group “All” Description:	TORO	20%
Hourly Service Fee - per hour	\$100.00 (\$0.00 for MEYER, ARIENS)	
Group # and Group Name:	Group 8: Portable Power Equipment	
Sub-Group “All” Description:	STIHL	25%
Sub-Group “All” Description:	CLASSEN	24%
Sub-Group “All” Description:	SHINDAWIA	25%
Sub-Group “All” Description:	ECHO	26%
Sub-Group “All” Description:	TORO	8%
Sub-Group “All” Description:	ARIERS	18%
Sub-Group “All” Description:	GREENWORKS	22%
Hourly Service Fee - per hour	\$100.00	