

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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**BPO NO:** 001B3600095

**PRINT DATE:** 11/01/23

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<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> CERES ENVIRONMENTAL SERVICES INC 3825 85TH AVE NORTH  BROOKLYN PARK, MN 55443 (800 )218-4424	<b>REFER QUESTIONS TO:</b>  CHARLES BAILEY (410 )767-6056 CHARLES.BAILEY1@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 06/30/24 <b>POST DATE:</b> 10/03/22	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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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EMERGENCY DEBRIS REMOVAL  
FOR  
STATEWIDE CONTRACT  
\*\*\*\*\*  
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MODIFICATION #2: NO-COST EXTENSION TO CONTINUE SERVICES FOR NINE (9) MONTHS FOR THE TERM OF 10/1/23 - 6/30/24. CONTRACT TERMS, CONDITIONS, AND PROVISIONS SHALL REMAIN IN PLACE.

THIS IS THE SECOND AND FINAL RENEWAL OPTION TO CONTINUE SERVICES FOR ONE (1) YEAR, 10/1/22 - 9/30/23.

THIS CONTRACT IS FOR THREE (3) YRS W/TWO (2) ONE (1) YR RENEWAL OPTIONS, BEGINNING 10/1/18 AND RUNNING THROUGH 9/30/21.

**VENDOR:** CERES ENVIRONMENTAL SERVICES, INC.  
**VENDOR CONTACT:** DAWN BROWN  
**VENDOR NUMBER:** 800-218-4424  
**VENDOR EMAIL:** DAWN.BROWN@CERESENV.COM

FUNDING WILL BE PROVIDED BY AGENCIES INITIATING TASK ORDERS ON AN AS NEEDED BASIS.

ON CALL VENDOR TO PROVIDE  
DEBRIS REMOVAL IN EMERGENCY SITUATIONS

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### TERMS (cont'd):

FOR ALL REGIONS A,B, C, D AND E AND DIVIDED INTO  
FOUR (4) TIERS...TIERS 2 - 4

EACH TIER HAS A SPECIFIED RESPONSE TIME.  
TASK ORDERS MAY COME FROM A COMBINATION OF AUTHORIZED AGENCIES,  
INCLUDING STATE AGENCIES AND POLITICAL SUBDIVISIONS OF THE STATE WHICH  
MAY BE CITIES, COUNTIES, AND TOWNS (HEREINAFTER REFERRED TO AS  
AGENCIES) OR AUTHORIZED USERS.

THE CONTRACTOR SHALL PROVIDE:

ALL SERVICE AND REPAIRS TO KEEP ITS EQUIPMENT RUNNING FOR THE ENTIRE  
EVENT AND UNTIL RELEASED BY THE RESPONSIBLE ADMINISTRATION SUPERVISOR

THE CONTRACTOR SHALL REPORT TO THE ADMINISTRATION WHEN ITS EQUIPMENT  
IS DOWN FOR REPAIRS AND WHEN THE REPAIRS HAVE BEEN COMPLETED AND THE  
EQUIPMENT IS OPERATIONAL.

THE ADMINISTRATION WILL NOT COMPENSATE FOR DOWNTIME ON TRUCKS AND  
EQUIPMENT THAT EXTENDS BEYOND ONE HOUR. IF THE CONTRACTORS EQUIPMENT  
IS REPAIRED AND RETURNS TO DUTY WITHIN THE HOUR OF IT BEING REPORTED  
COMPENSATION WILL CONTINUE WITHOUT STOPPAGE.

TASK ORDER:

EACH REQUIRED SERVICE SHALL BE SUMMARIZED IN A TASK ORDER REQUEST  
(TOR) THAT WILL BE ISSUED, AS NEEDED, THROUGHOUT THE TERM OF THE DGS  
MASTER CONTRACT. THE CONTRACTORS PLACED ON THE DGS MASTER CONTRACT  
SHALL BE ASKED TO RESPOND TO A TASK ORDER REQUEST. TASK ORDER REQUEST  
SHALL INITIALLY BE SENT TO THE LOWEST BIDDER BASED ON THE PRICES  
RECEIVED FOR THIS SOLICITATION. IF THE CONTRACTOR DECLINES, THE  
AGENCY SHALL CONTINUE MOVING DOWN THE LIST OF PRE-QUALIFIED  
CONTRACTORS BASED ON PRICES RECEIVED IN THE ORIGINAL SOLICITATION. A  
TASK ORDER RESPONSE SHALL BE GENERATED BY THE CONTRACTOR EXPLAINING  
HOW THE TASK WILL BE ACCOMPLISHED TO INCLUDE CATEGORIES, I.E.,  
EQUIPMENT, LABOR, ETC. PREVIOUSLY APPROVED IN THE MASTER CONTRACT. A  
SPECIFIC TASK ORDER AGREEMENT SHALL THEN BE ENTERED INTO BETWEEN THE  
AGENCY AND THE CONTRACTOR, WHICH WILL BIND THE CONTRACTOR TO THE  
CONTENT OF ITS TASK ORDER RESPONSE, INCLUDING ITEMS PREVIOUSLY  
APPROVED BY MASTER CONTRACT FOR THE TASK. NEITHER A TASK ORDER, A  
TASK ORDER REQUEST, A CONTRACTOR'S RESPONSE TO A TASK ORDER REQUEST,  
NOR A TASK ORDER AGREEMENT, SHALL IN ANY WAY CONFLICT WITH OR  
SUPERSEDE THE DGS MASTER CONTRACT.

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### TERMS (cont'd):

TASK ORDER REQUESTS INITIATED BY THE AGENCY SHALL DEFINE THE SCOPE AND REQUIREMENTS. AT A MINIMUM, EACH TASK ORDER REQUEST WILL CONTAIN THE FOLLOWING INFORMATION:

1. THE DUE DATE, TIME, AND PLACE FOR RESPONDING TO THE TASK ORDER;
2. TECHNICAL REQUIREMENTS;
3. PERFORMANCE OBJECTIVES;
4. SPECIFIC INFORMATION TO BE PROVIDED AS REQUESTED BY THE DEBRIS PROJECT MGR;
5. LIST OF EQUIPMENT NEEDED FOR TASK;
6. ESTIMATE OF VOLUME (OR TONNAGE) OF DEBRIS TO BE HANDLED;
7. ESTIMATE OF VOLUME (OR TONNAGE) OF DEBRIS TO BE RECYCLED;
8. AGENCY CONTACT (HIRING AGENCY);
9. TRAFFIC STANDARDS, WHERE APPLICABLE;
10. SAFETY REQUIREMENTS.

FAILURE TO PROVIDE AUDIT QUALITY INFORMATION IN THE TASK ORDER RESPONSE AND SUBSEQUENT INVOICES SHALL SUBJECT THE CONTRACTOR TO NON-PAYMENT IN EACH INSTANCE AT THE SOLE DISCRETION OF THE AGENCY. CONTRACTORS MUST BE CAPABLE OF ASSEMBLING, DIRECTING, AND MANAGING A WORK FORCE THAT CAN COMPLETE THE CLEARING AND REMOVAL OF DEBRIS ACCUMULATION FROM ANY COMBINATION OF AGENCIES IN IDENTIFIED REGIONS IN AN EXPEDITIOUS MANNER AS SPECIFIED IN THE TASK ORDER WITHIN THE TIME FRAME OUTLINED IN THE TASK ORDER. AUTHORIZED AGENCIES INCLUDE STATE AGENCIES AND POLITICAL SUBDIVISIONS OF THE STATE WHICH MAY BE CITIES, COUNTIES AND TOWNS (HEREINAFTER REFERRED TO AS AGENCIES) OR AUTHORIZED USERS. IF A CONTRACTOR ACCEPTS A TASK ORDER(S), THE CONTRACTOR MUST PROVIDE EVIDENCE TO ALL INTERESTED AGENCIES SHOWING THAT THE ASSEMBLED WORKFORCE CAN UNDERTAKE THE ADDITIONAL WORK WITHOUT JEOPARDIZING THE THE ABOVE TIME REQUIREMENTS.

ALL WORK MUST BE PERFORMED AND/OR THE BIDDER IS REQUIRED TO HAVE COMPLETED DEBRIS REMOVAL SERVICE IN COMPLIANCE WITH FEMA GUIDANCE AND POLICIES FOUND IN PUBLIC ASSISTANCE DEBRIS MANAGEMENT GUIDE, FEMA-325, JULY 2007 AND THE 9500 SERIES AND ASSOCIATED AMENDMENTS. (2 C.F.R. §200.326 AND 2 C.F.R PAT 200 APPENDIX II. 2017 PA PROGRAM AND POLICY GUIDE (PAPPG) [V2.0] THE 2017 PAPPG (V2.0) IS APPLICABLE TO ALL EMERGENCIES AND MAJOR DISASTERS DECLARED ON OR AFTER APRIL 1, 2017. IT SUPERSEDES THE 2016 PAPPG PUBLISHED ON JANUARY 1, 2016.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #MDDGS31036317 INCORPORATED HEREIN BY REFERENCE.

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**TERMS (cont'd):**

SEE ATTACHED PRICE LIST ON WEBSITE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	96871	EA	

SOLID WASTE DISPOSAL

\_\_\_\_\_ 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.

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**TERMS (cont'd):**

LICENSE NUMBER

DATE OF EXPIRATION

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

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MDOT'S MBE CERTIFICATION NUMBER

\*\*\*\*\* LAST PAGE \*\*\*\*\*

**AUTHORIZED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE