BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600349 **PRINT DATE:** 04/03/23 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
GENERAC POWER SYSTEMS INC
PO BOX 8

WAUKESHA, WI 53187
(414)544-4811

REFER QUESTIONS TO:

MIKE MYERS
(410)767-4281
MIKE.MYERS@MARYLAND.GOV

ITB:	**EXPR DATE:** 06/17/24 **POST DATE:** 03/31/23	**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 CONTRACT: GENERATORS, LIGHT TOWERS AND PORTABLE CONSTRUCTION EQUIPMENT

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA) SOURCEWELL MASTER AGREEMENT 041719-GEN

TERM: 5/01/22-6/17/23 WITH ONE (1) ONE-YEAR OPTION AVAILABLE AT THE DISCRETION OF SOURCEWELL.

THIS IS THE FINAL RENEWAL OPTION.

VENDOR CONTACT:
LYNN JONES
GOVERNMENTSALES@GENERAC.COM
OFFICE- 920-230-1280

MARYLAND LAW PREVAILS:
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND

EXHIBITS AND ORDER OF PRECEDENCE:
THE FOLLOWING EXHIBITS ARE INCORPORATED INTO THIS BPO BY REFERENCE:
EXHIBIT A: TERMS AND CONDITIONS
EXHIBIT B: CONTRACT AFFIDAVIT
EXHIBIT C: PARTICIPATING ADDENDUM BETWEEN THE STATE AND GENERAC
EXHIBIT D: MASTER AGREEMENT BETWEEN GENERAC AND SOURCEWELL

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TERMS (cont'd):

IN THE EVENT OF ANY CONFLICTS OR INCONSISTENCIES BETWEEN THIS BPO AND ITS EXHIBITS, THE BPO SHALL GOVERN. IN THE EVENT OF ANY CONFLICTS OR INCONSISTENCIES BETWEEN THE BPO'S EXHIBITS, THE ABOVE-LISTED ORDER OF PRECEDENCE SHALL DETERMINE THE PREVAILING PROVISION.

ATTORNEY'S FEES:
THE STATE OF MARYLAND WILL NOT PAY THE VENDOR'S ATTORNEY'S FEES INCURRED IN CONNECTION WITH ANY ACTION OR PROCEEDING TO LITIGATE OR RESOLVE ANY DISPUTE RELATED TO THIS BPO OR ITS EXHIBITS.

PROMOTIONS/MARKETING:
THE VENDOR CANNOT USE THE STATE'S LOGO IN ANY MARKETING OR PROMOTIONAL MATERIALS INCLUDING, BUT NOT LIMITED TO, PRODUCT BROCHURES
DELIVERY AND ACCEPTANCE:
DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFOMANCE FOREXCUSABLE DELAYS DUE TO UNFORESEEN CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE MAY UNILATERALLY 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 BID OR PROPOSAL SHALL BE DELIVERED TO THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT 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:

A. PURSUANT TO ANNOTATED CODE OF MARYLAND, STATE FINANCE AND PROCUREMENT ARTICLE SECTION 4-31, 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

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TERMS (cont'd):

(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 SCHOOLS; AND

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

(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 NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDERTHIS 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 AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE 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 (1%) PERCENT OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THIS 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 UNIT PRICES.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W.

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TERMS (cont'd):

PRESTON ST, 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 AHLL BE EMAILED TO DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

(1) USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDERD TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT . AT A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGECIDENTIFICATION, ND 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 THE CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITT THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF THE FEES INCONSISTENT WITH THE CONTRACT 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 STATEF COSTS ASSOCIATED WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED VALUE, WHICHEVER IS HIGHER.

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

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 PART, WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE WILL PAY ALL REASONABLE 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, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.12A(2).

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TERMS (cont'd):

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.

0001 88046-MEMA02 EA

EQUIPMENT

PORTABLE CONSTRUCTION EQUIPMENT AND LIGHT TOWERS

0002 49344-MEMA01 EA

GENERATOR

GENERATORS

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE