

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400453

PRINT DATE: 06/08/16

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

GE HEALTHCARE BIOSCIENCES
800 CENTENNIAL AVE BLG 5
CUSTOMER SERVICE
PISCATAWAY, NJ
(800)526-6580

08855

REFER QUESTIONS TO:

IRIS LESTER BELL
(410)767-4612
IRIS.LESTER@MARYLAND.GOV

ITB:

EXPR DATE: 06/20/17
POST DATE: 05/24/16

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.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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AGENCY CONTRACT
MARYLAND STATE POLICE (MDSP)
DNA DATABASE COLLECTION KITS (CONVICTED/ARRESTEE SAMPLES ONLY)

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VENDOR CONTACT: LESLEY ESCHINGER
PHONE NUMBER: 800-526-3593 OR 571-733-7045
FAX NUMBER: 877-295-8102

CONTRACT TERM: JUNE 20, 2016 THRU JUNE 19, 2017 (1-YEAR)

THIS IS (1) ONE OF (2) RENEWAL OPTIONS

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR ONE (1) ADDITIONAL ONE (1) YEAR PERIOD WITH THE SAME TERMS, CONDITIONS AND PRICING. RENEWAL OPTION IS AT THE DISCRETION OF THE STATE; THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

THIS IS A FIRM FIXED PRICE CONTRACT IN THAT NO PRICE ESCALATION SHALL BE ALLOWED. HOWEVER, IN THE EVENT OF ANY SUCH DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

THIS CONTRACT WILL ALSO BE MADE AVAILABLE TO OTHER LAW ENFORCEMENT ENTITIES IN THE STATE OF MARYLAND PER NO. 38 OF THE MARYLAND

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TERMS (cont'd):

DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000."

DELIVERY:

ORDERS WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITIES, INDICATING DELIVERY AND BILLING INSTRUCTIONS. ORDERS PLACED WILL REQUIRE A PURCHASE ORDER AND ARE TO BE DELIVERED F.O.B. DESTINATION TO THE ADDRESS LISTED ON THE PURCHASE ORDER. DELIVERY MUST BE MADE WITHIN SIX (6) WEEKS AFTER RECEIPT OF THE PURCHASE ORDER.

EACH DELIVERY MUST BE MARKED WITH THE VENDORS NAME AND PURCHASE ORDER NUMBER.

ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE PURCHASE ORDER, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF THE CONTRACTED PRICE.

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.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	68040-DNAOMD	EA	7.8000		

DNA DATABASE COLLECTION KIT (CONVICTED/ARRESTEE SAMPLES ONLY)
PER SPECIFICATIONS OF ITB# MDDGS31008411 / 001IT819190.

EACH KIT TO CONTAIN THE FOLLOWING:

OUTER ENVELOPE (1)

INNER ENVELOPE (1)

LARGE FTA SHIPPING & STORAGE MULTI-BARRIER POUCH (1)

MEDIUM FTA SHIPPING & STORAGE MULTI-BARRIER POUCH (1)

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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	SILICA GEL DESICCANT PACKETS (2)			
	INDIVIDUALLY PACKAGED STERILE FOAM-TIPPED APPLICATOR (1)			
	DISPOSABLE FINGERPRINT INKING SHEETS (1)			
	TAMPER-RESISTANT TAPE SHIPPING SEAL (1)			
	DISPOSABLE NITRILE GLOVES (1 PAIR)			
	INK REMOVER TOWELETTE (1)			
	BARCODES - 4 LABELS PER SHEET/1 SHEET PER KIT			
	INDICATING WHATMAN FTA ELUTE CARD (NO-SUBSTITUTE) (1)			
	NOTIFICATION OF RIGHTS (1)			
	IMPORTANT INFORMATION SHEET (1)			
	DNA DATABASE INFORMATION CARD (1)			
	DNA DATABASE SAMPLE COLLECTION KIT INSTRUCTIONS (1)			

END OF ITEM LIST

ADDITIONAL TERMS AND CONDITIONS:

QUANTITIES STATED ARE AN ESTIMATE ONLY, AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE AGENCY'S ESTIMATED ANNUAL AMOUNT OF APPROXIMATELY 21,900 KITS.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN AS NEEDED BASIS.

VENDOR MAY BE REQUIRED TO MAKE CHANGES TO THE KIT DUE TO CHANGES IN THE STATE AND FEDERAL LAWS REGARDING DNA COLLECTION. IF A CHANGE IS REQUIRED THEN IT WILL BE FORWARDED TO THE VENDOR BY THE MARYLAND DEPARTMENT OF STATE POLICE QUARTERMASTER DIVISION. IF THE CHANGE REQUIRES A PRICE ADJUSTMENT, IT WILL BE FORWARDED IN WRITING TO THE PROCUREMENT OFFICER OF THE MARYLAND STATE POLICE AND TO THE DEPARTMENT OF GENERAL SERVICES PROCUREMENT OFFICER.

LIMITS ON USING AGENCY AUTHORITY: THE AWARDEE SHALL NOT ACCEPT CHANGES, ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE DEPARTMENT OF GENERAL SERVICES (DGS) PROCUREMENT OFFICER.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD 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.

CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF

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TERMS (cont'd):

SUBMISSION AND THE INSTRUCTIONS PROVIDED HERE-IN

CORPORATE "P" PURCHASING CARDS MAY BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACTS OF \$5,000 OR LESS.

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 IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, 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 DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" ARE 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:

- (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

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TERMS (cont'd):

OF THE EDUCATION ARTICLE.

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 SUBSTITUTION 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 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 ENFORCED AGAINST THE STATE OF MARYLAND.

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE