

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600273

PRINT DATE: 04/05/23

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

ELECTRONIC RISKS CONSULTANTS INC
1208 US HIGHWAY 22 EAST
SUITE 4
PHILLIPSBURG, NJ 08865
(908)823-0960

REFER QUESTIONS TO:

DAVID RENFRO
(410)767-7064
DAVID.RENFRO@MARYLAND.GOV

ITB:

EXPR DATE: 05/01/24
POST DATE: 03/15/23

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.

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA)
FOR

STATEWIDE EQUIPMENT MAINTENANCE MANAGEMENT
BASED ON THE STATE OF DELAWARE - GSS21582 - EQUIPMANT

THIS IS THE FIRST OF RENEWAL OF TWO OPTION. THERE IS ONE REMAINING
OPTION LEFT UNDER ORIGINAL CONTRACT 001B2600025

ORIGINAL CONTRACT TERM:

BASE - 08/01/2021 - 04/30/2023 (TWO YEARS)
1ST OPTION: 05/01/2023 - 04/30/2024
2ND OPTION: 05/01/2024 - 04/30/2025

THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE
PURCHASING AGREEMENT(IPCA), THE RENEWAL OPTION(S) WILL BE BASED
ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE
VENDOR AND USAGE OF THE CONTRACT.

THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT IN
ACCORDANCE WITH STATE OF DELAWARE - GSS21582 - EQUIPMANT

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TERMS (cont'd):

THE VENDOR WILL PROVIDE PREVENTATIVE AND ON-CALL EQUIPMENT MAINTENANCE MANAGEMENT FOR VARIOUS TYPES OF EQUIPMENT, RANGING FROM OFFICE EQUIPMENT TO COMPLEX FIRE ALARM SYSTEMS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OVERSIGHT, ADMINISTRATION, AND COORDINATION OF THE EQUIPMENT MAINTENANCE AND SERVICES.

THE FOLLOWING ITEMS ARE EXCLUDED FROM COVERAGE UNDER THIS CONTRACT: REFRIGERATION SYSTEMS, HVAC, ELEVATORS, ESCALATORS, LIFT EQUIPMENT, MACHINERY, VEHICLES, MOTORIZED AND MANUFACTURING EQUIPMENT.

RENEWAL OPTIONS WILL BE BASED UPON THE MASTER CONTRACT TERMS AND CONDITIONS, MARKET RESEARCH THAT WILL BE CONDUCTED AT THE TIME OF RENEWAL, AND THE DISCRETION OF THE STATE OF DELAWARE.

UPON MUTUAL WRITTEN AGREEMENT, THIS CONTRACT MAY BE RENEWED FOR ANY COMBINATION OF FULL OR PARTIAL YEAR RENEWALS UP TO TWENTY-FOUR (24) MONTHS.

ERC CONTACT INFORMATION:

VENDOR CONTACT: ROBERT TOLOMEO

VENDOR PHONE: 908-823-0960

VENDOR EMAIL: RTOLOMEO@ERC-CORP.COM

CONTRACT MONITOR: MIKE MYERS

CONTRACT MONITOR EMAIL: MIKE.MYERS@MARYLAND.GOV

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE 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.

MARYLAND LAW PREVAILS:

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

ALL PURCHASE ORDERS ISSUED BY PURCHASING ENTITIES WITHIN THE JURISDICTION OF THIS PARTICIPATING ADDENDUM SHALL INCLUDE THE

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TERMS (cont'd):

PARTICIPATING STATE/ENTITY'S CONTRACT NUMBER: 001B2600025 AND
THE LEAD STATE PRICE AGREEMENT NUMBER: GSS21582-EQUIPMAINT.

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, WITHIN THIRTY (30) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO THE PROCUREMENT OFFICER, MIKE MYERS
MIKE.MYERS@MARYLAND.GOV AND TO DGS AT
DGS.STATEWIDECONTRACTSUSAGEREPORT@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.

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:

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TERMS (cont'd):

- (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 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 MD, (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 AN 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.

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPARTMENT OF GENERAL SERVICES.

THE STATE AND ERC, INC, HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR SERVICE CONTRACTS OVER \$50,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS OF THE STATE OF DELAWARE MASTER AGREEMENT NUMBER GSS21582-EQUIPMAINT, WITH THE STATE OF DELAWARE, THE TERMS OF THE MARYLAND TERMS AND CONDITIONS WILL TAKE PRECEDENCE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
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INDUSTRIAL EQUIPMENT (NOT CONSTRUCTION AND REPAIR, OR HVAC)
PROVIDE EQUIPMENT MAINTENANCE MANAGEMENT PROGRAM SERVICES AT A
PERCENTAGE DISCOUNTED COST FOR A PERIOD OF TWO (2) YEARS, FROM
AUGUST 1, 2021 THRU APRIL 30, 2023, IN ACCORDANCE WITH RFP
TERMS, CONDITIONS, AND SPECIFICATIONS. THE STATE RESERVES THE
UNILATERAL RIGHT TO RENEW THE CONTRACT FOR AN ADDITIONAL TWO (2),
ONE-YEAR PERIOD AT THE SAME TERMS, CONDITIONS, AND SPECIFICATIONS.

PERCENTAGE DISCOUNT: 20-41%

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE