

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400525

PRINT DATE: 10/31/15

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: E J BROOKS CO 409 HOOSIER DR ANGOLA, IN 46703 (800)248-4777	REFER QUESTIONS TO: ALLEGRA DAYE (410)767-4032 ALLEGRA.DAYE1@MARYLAND.GOV
ITB:	EXPR DATE: 05/31/16 POST DATE: 06/02/15
DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: 174,375.00	

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.

AGENCY CONTRACT FOR

FISH TAGS

DESIGNATED AGENCY: MARYLAND DEPARTMENT OF NATURAL RESOURCES

AGENCY CONTACT: MATT LAWRENCE (410)260-8293
MLAWRENCE@DNR.STATE.MD.US

VENDOR: E.J. BROOKS COMPANY, INC.

VENDOR PHONE #: 800-348-4777

VENDOR CONTACT: AL BENKERT (732)758-1606
AL.BENKERT@TYDENBROOKS.COM

SCOPE OF CONTRACT: THIS IS A REQUIREMENTS CONTRACT FOR THE DEPARTMENT OF NATURAL RESOURCES TO SUPPLY FISH TAGS.

CONTRACT PERIOD: JUNE 1, 2015 THROUGH MAY 31, 2016, THIS IS THE FIRST RENEWAL OPTION, THERE REMAIN TWO (2) ONE-YEAR RENEWAL OPTIONS UNDER THE SAME TERMS, CONDITIONS, AND PRICING WITH THE WRITTEN CONSENT OF THE AGENCY, THE VENDOR, AND THE DEPARTMENT OF GENERAL

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400525

PRINT DATE: 10/31/15

PAGE: 02

TERMS (cont'd):

SERVICES. NOTICE TO CONTRACTOR OF THE STATE'S DESIRE TO RENEW SHALL BE GIVEN AT LEAST NINETY (90) DAYS PRIOR TO THE ANNUAL EXPIRATION DATES. FOR THE PURPOSE OF CALCULATING THE NOTICE GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE JUNE 30 OF EACH YEAR.

PRICE ESCALATION: AT THE TIME OF RENEWAL, THE CONTRACT PRICES THEN PREVAILING ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE PREVAILING INFLATION AT THE TIME OF RENEWAL. NO OTHER PRICE INCREASE SHALL BE PERMITTED. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS WILL REMAIN THE SAME.

CONTRACT TERMINATION: CONTRACTS WILL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE.

BASIS OF AWARD: THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WAS MADE TO THE LOWEST RESPONSIVE AND RESPONSIBLE VENDOR FOR A LOT AWARD (ALL OR NOTHING). ALL LINES MUST BE BID.

USAGE REPORT: A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS 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.

BILLING: CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION ON ALL INVOICES; NAME OF COMPANY, ADDRESS, INCLUDING 9 DIGIT ZIP CODE, FEIN NUMBER, A CONTACT NAME AND PHONE NUMBER (INCLUDING TOLL FREE) FOR PLACING ORDERS. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ORDERING: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. ORDERS WILL BE PLACED ON AN AS-NEEDED BASIS WITH THE VENDOR. PRICING INCLUDES ALL SHIPPING CHARGES TO DESTINATION (F.O.B.) FREIGHT PREPAID.

TAXES: ARTICLES CONTAINED HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION CERTIFICATE 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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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400525

PRINT DATE: 10/31/15

PAGE: 03

TERMS (cont'd):

OPEN MARKET CLAUSE: ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT 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.

CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) IS ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819504 / MDDGS31013981) 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 HEREIN AND MADE A PART OF THIS BPO.

NONDISCRIMINATION: AS A CONDITION OF ENTERING INTO THIS AGREEMENT, CONTRACTOR REPRESENTS AND WARRANTS THAT IT WILL COMPLY WITH THE STATE'S COMMERCIAL NONDISCRIMINATION POLICY AS DESCRIBED UNDER STATE FINANCE AND PROCUREMENT ARTICLE, TITLE 19, ANNOTATED CODE OF MARYLAND. AS PART OF THIS COMPLIANCE, CONTRACTOR MAY NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, ANCESTRY OR NATIONALITY, SEX, AGE, MARITAL STATUS, SEXUAL ORIENTATION, OR DISABILITY OR OTHER UNLAWFUL FORMS OF DISCRIMINATION IN THE SOLICITATION, HIRING, OR COMMERCIAL TREATMENT OF SUBCONTRACTORS,

VENDORS, SUPPLIERS, OR COMMERCIAL CUSTOMERS, NOR SHALL CONTRACTOR RETALIATE AGAINST ANY PERSON FOR REPORTING INSTANCES OF SUCH DISCRIMINATION. CONTRACTOR SHALL PROVIDE EQUAL OPPORTUNITY FOR SUBCONTRACTORS, VENDORS, AND SUPPLIERS TO PARTICIPATE IN ALL OF ITS PUBLIC SECTOR AND PRIVATE SECTOR SUBCONTRACTING AND SUPPLY OPPORTUNITIES PROVIDED THAT THIS CLAUSE DOES NOT PROHIBIT OR LIMIT LAWFUL EFFORTS TO REMEDY THE EFFECTS OF MARKETPLACE DISCRIMINATION THAT HAVE OCCURED OR ARE OCCURRING IN THE MARKETPLACE. CONTRACTOR UNDERSTANDS THAT A MATERIAL VIOLATION OF THIS CLAUSE SHALL BE

CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT AND MAY RESULT IN TERMINATION OF THIS AGREEMENT, DISQUALIFICATION OF CONTRACTOR FROM PARTICIPATING IN STATE CONTRACTS, OR OTHER SANCTIONS. THIS CLAUSE IS NOT ENFORCEABLE BY OR FOR THE BENEFIT OF, AND CREATES NO OBLIGATION TO, ANY THIRD PARTY.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400525

PRINT DATE: 10/31/15

PAGE: 04

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	82578-NR0042	MX	.1395
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FISH TAGS

THIS CONTRACT MAY BE RENEWED FOR A CONTRACT PERIOD OF NO MORE THAN 12 MONTHS AT A TIME, BY THE DEPARTMENT OF GENERAL SERVICES, IN CONSULTATION WITH THE DEPARTMENT OF NATURAL RESOURCES.

THIS CONTRACT MAY BE RENEWED THREE (3) TIMES FOR SIMILAR ONE YEAR PERIODS. NOTICE TO CONTRACTOR OF THE STATE'S DESIRE TO RENEW SHALL BE GIVEN AT LEAST NINETY (90) DAYS PRIOR TO THE ANNUAL EXPIRATION DATES. FOR THE PURPOSE OF CALCULATING THE NOTICE GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE JUNE 30 OF EACH YEAR.

AT THE TIME OF RENEWAL, THE CONTRACT PRICES THEN PREVAILING ARE SUBJECT TO AN INCREASE WHICH IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS DETERMINED BY THE PRODUCER PRICE INDEX (PPI) COMMODITY CODE PREVAILING INFLATION AT THE TIME OF RENEWAL. NO OTHER PRICE INCREASE SHALL BE PERMITTED. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS WILL REMAIN THE SAME.

FISH TAGS MUST HAVE A TENSILE BREAKING STRENGTH OF 28 POUNDS OPEN

110 POUNDS CLOSED AND MUST RETAIN THE TENSILE STRENGTH TO 20 DEGREES FAHRENHEIT.

MATERIAL: 100% POLYPROPYLENE WITH INTEGRATED METAL CLIP

COLOR: BY REQUEST WITH WHITE OR BLACK IMPRINT

PRINTED ON TAG: 2014 ITQ MD SB SALE - TAG SEQUENCE NUMBER UNIQUE TO EACH TAG)

NUMBERING: CONSECUTIVELY (BEGINNING NUMBERS WILL BE SUPPLIED)

TAG SIZE: 11" LONG X 0.312" WIDE

PACKAGING: VARIES: 100, 200, 500 OR 1000 PER CARTON

0002	82578-NR0042	MX	.1395
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FISH TAGS

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400525

PRINT DATE: 10/31/15

PAGE: 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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FISH TAGS MUST HAVE A TENSILE BREAKING STRENGTH OF 28 POUNDS OPEN AND 110 POUNDS CLOSED AND MUST RETAIN THE TENSILE STRENGTH TO 20 DEGREES FAHRENHEIT.

MATERIAL: 100% POLYPROPYLENE WITH INTEGRATED METAL CLIP

COLOR: BY REQUEST WITH WHITE OR BLACK IMPRINT

PRINTED ON TAG: 2014 CP MD SB SALE (TAG SEQUENCE NUMBER UNIQUE TO EACH TAG)

NUMBERING: CONSECUTIVELY (BEGINNING NUMBERS WILL BE SUPPLIED)

PACKAGING: VARIES: 100, 200, 500 OR 1000 PER CARTON

TAG SIZE: 11" LONG X 0.312" WIDE

DELIVERY DATE: DECEMBER 1, 2015

0003	82578-NR0042	MX	.1395
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FISH TAGS

FISH TAGS MUST HAVE A TENSILE BREAKING STRENGTH OF 28 POUNDS OPEN AND 110 POUNDS CLOSED AND MUST RETAIN TENSILE STRENGTH TO 20 DEGREES FAHRENHEIT.

MATERIAL: 100% POLYPROPYLENE WITH INTEGRATED METAL CLIP

COLOR: BY REQUEST WITH WHITE OR BLACK IMPRINT

PRINTED ON TAG: 2014 A MD SB SALES (TAG SEQUENCE NUMBER UNIQUE TO EACH TAG)

NUMBERING: CONSECUTIVELY (BEGINNING NUMBERS WILL BE SUPPLIED)

PACKAGING: 300 PER CARTON

SIZE: 11" LONG X 0.312" WIDE

DELIVERY: DECEMBER 1, 2015

END OF ITEM LIST

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400525

PRINT DATE: 10/31/15

PAGE: 06

TERMS (cont'd):

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE