

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400157

PRINT DATE: 12/09/15

PAGE: 01

SHIP TO:			
AS SPECIFIED ON INDIVIDUAL ORDERS			
VENDOR ID: 15070000		REFER QUESTIONS TO:	
MARYLAND CORRECTIONAL ENTERPRISES		IRIS LESTER	
7275 WATERLOO RD		(410) 767-4612	
JESSUP, MD 20794		IRIS.LESTER@MARYLAND.GOV	
(410) 540-5403			
ITB:	EXPR DATE: 12/10/16	DISCOUNT TERMS: .	NET 30 DAY
	POST DATE: 12/09/15	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.

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  A G E N C Y   C O N T R A C T
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  FOR
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  CREMATION CASES - (DHMH)
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VENDOR: MCE	AGENCY: DHMH
VENDOR CONTACT: TODD DEAK	AGENCY CONTACT: PATRICA JOHNSON
VENDOR PHONE: 410 540 5409	AGENCY PHONE: 410 767 6839

 THIS IS THE FINAL RENEWAL AGAINST CONTRACT 001B4400304
 CONTRACT PERIOD: DECEMBER 10, 2015 THROUGH DECEMBER 09, 2016

*CONTRACT "ADD-ON"
 DURING THE CONTRACT PERIOD, THE STATE MAY DEEM IT ADVISABLE TO ADD OR DELETE ITEMS. CONTRACTOR WILL BE NOTIFIED IN WRITING OF ITEM ADDITIONS OR DELETIONS.
 *PRICES, TERMS:
 QUOTED PRICES ARE TO BE FIRM, FIXED, TAX EXEMPT PRICES FOR THE

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TERMS (cont'd):

CONTRACT PERIOD, AND BE INCLUSIVE OF ALL CHARGES F.O.B. DESTINATION ANY POINT WITHIN THE STATE OF MARYLAND. PAYMENT TERMS ARE TO BE NET, 30 DAYS.

*METHOD OF BIDDING:

IF QUANTITIES CAN BE ESTIMATED, SUCH ESTIMATES SHALL BE STATED. IF QUANTITIES CANNOT BE ESTIMATED, YOU ARE TO STATE YOUR BEST POSSIBLE PRICE FOR THE SINGLE QUANTITY/PK. AS STATED THE STATE DOES NOT GUARANTEE MINIMUM OR MAXIMUM QUANTITIES.

*MANDATORY USEAGE REPORT:

A REPORT MUST BE FURNISHED BY THE CONTRACTOR EVERY EVERY SIX (6) MONTHS DETAILING ALL ACTIVITIES UNDER THE CONTRACT. FORMAT SHALL BE AT VENDOR'S OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, & THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. FAILURE TO SUBMIT A MANDATORY REPORT MAY BE GROUNDS FOR TERMINATION FOR DEFAULT. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. ADDITIONALLY, VENDORS WHO ARE DETERMINED TO BE IN DEFAULT OF THIS MANDATORY REPORT REQUIREMENT MAY BE PRECLUDED FROM BIDDING ON ANY FUTURE REQUIREMENT.

DELIVERIES:

DELIVERIES ARE TO BE MADE AS EXPEDITIOUSLY AS POSSIBLE, BUT WITHIN FIFTEEN (15) CALENDAR DAYS AFTER RECEIPT OF ORDER. THE ORDERING AGENCY MUST BE NOTIFIED IMMEDIATELY IF THIS DELIVERY CRITERIA CANNOT BE MET.

ALL CORRESPONDENCE RELATIVE TO THE P.O./CONTRACT, OR ANY ITEMS CONTAINED THEREIN, MUST INCLUDE THE P.O./CONTRACT NUMBER.

*MINIMUM ORDER:

NO MINIMUM ORDER RESTRICTION IS ESTABLISHED. BIDDERS MAY LEVY SUCH RESTRICTIONS, IF IT IS STANDARD PRACTICE, PROVIDED ANY SUCH RESTRICTION IS CLEARLY STATED IN THE BID. SUCH RESTRICTION MAY HOWEVER MAKE

*SUBSTITUTIONS:

NO SUBSTITUTIONS SHALL BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BUYER ON BEHALF OF THE STATE.

ALL PRODUCTS MUST BE IN ACCORDANCE WITH THE "DRUG PRODUCT SELECTION BILL" (HB-667, CHAPTER 947) 1977.

ALL DRUGS MUST HAVE A MINIMUM ONE YEAR EXPIRATION DATE FROM THE DATE OF SHIPMENT.

UNLESS OTHERWISE STATED AT THE END OF THE LISTING, EACH DRUG TYPE

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TERMS (cont'd):

SHALL BE AWARDED TO A SINGLE SUPPLIER IRRESPECTIVE OF FORM, DOSEAGE OR UNIT SIZE. EACH SPECIFIC DRUG TYPE MUST BE PROVIDED BY THE SAME MANUFACTURER!.

*INSTRUCTIONS:

THE LAYOUT FORMAT OF THE FOLLOWING REQUIRED ITEM(S) IS ESSENTIALLY THE SAME FORMAT FOUND IN THE "APPROVED DRUG PRODUCTS" BOOK PUBLISHED BY THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES WITH RESPECT TO ACTIVE INGREDIENT, DOSEAGE FORM, ROUTE OF ADMINISTRATION AND STRENGTH.

THE BIDDER IS TO EXECUTE EACH LINE ITEM AS FOLLOWS:

1. BESIDE "E" (PRODUCT NAME); INSERT THE TRADE OR GENERIC NAME WHICH THE PRODUCT BEING QUOTED AS THERAPEUTICALLY EQUIVALENT IS SOLD UNDER BY APPLICANT BELOW.
2. BESIDE "F" (APPLICANT); INSERT THE NAME OF THE ACTUAL HOLDER OF THE APPROVED APPLICATION AS IT WOULD APPEAR IN THE "APPROVED DRUG PRODUCTS" BOOK (THIS NAME MAY DIFFER FROM THE ACTUAL MANUFACTURER WHO MAY CONTRACT TO MANUFACTURE FOR A DISTRIBUTOR HOLDING THE APPROVED APPLICATION).
3. UNDER THE "NET UNIT PRICE" COLUMN (AND DIRECTLY IN-LINE WITH OUR PART NO. AND QTY.); INSERT YOUR QUOTED PER-UNIT PRICE FOR THE QUANTITY/PACK AS IDENTIFIED UNDER "D".

NOTE: IN THE EVENT A PRODUCT NAME HAS BEEN PRE-ENTERED UNDER "E" OF ANY GIVEN LINE ITEM, IT HAS BEEN PRE-DETERMINED THAT ONLY THAT PRODUCT AND NO OTHER IS ACCEPTABLE IN THIS GIVEN INSTANCE ONLY. THUS, NO "EQUALS" SHOULD BE OFFERED OR SHALL BE ACCEPTED.

VENDOR MUST GUARANTEE PERFORMANCE OF THE PRODUCT FOR THE STATED MACHINE. BY ACCEPTANCE OF THE BID BY THE STATE AND SUBSEQUENT ISSUE OF P.O., GUARANTEE IS IMPLIED AND FURTHER, THE VENDOR WILL BE HELD LIABLE FOR ANY DAMAGES TO THE EQUIPMENT RESULTING DIRECTLY THEREOF. RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

THIS CONTRACT IS FOR (1) ONE YEAR.

PROVIDING THE PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACT PERIOD: DECEMBER 10, 2015 THRU DECEMBER 10, 2016

- A) STATEWIDE REQUIREMENTS CONTACT, ALL QUANTITIES ARE ESTIMATED.
- B) CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND INSIDE DELIVERY CHARGES.
- C) DELIVERIES SHALL BE MADE AS REQUIRED BY THE USING AGENCY, BUT NOT MORE THAN 10 DAYS AFTER RECEIPT OF ORDER.
- D) ALL ORDERS WILL BE SHIPPED AND BILLED DIRECT TO EACH USING AGENCY. AGENCY AUTHORIZED AGENTS (AGENCY BUYERS) WILL BE REQUIRED TO ISSUE

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TERMS (cont'd):

WRITTEN PURCHASE ORDERS TO THE SUCCESSFUL MERCHANT FOR ALL ORDERING ACTIVITY. TELEPHONE ORDERS MUST BE FOLLOWED UP WITH ISSUANCE OF A PURCHASE ORDER WITHIN TWENTY-FOUR (24) HOURS OF NOTICE.

PACKAGING

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE REUSABLE AND/OR MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

FOR PURPOSE OF CALCULATING THE NOTICE-GIVING REQUIREMENTS OF THIS SECTION, THE EXPIRATION DATE SHALL BE DECEMBER 10, OF EACH YEAR.

AT THE TIME OF EACH 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, NUMBER _____, PREVAILING INFLATION AT THE TIME OF RENEWAL. NO OTHER PRICE INCREASES SHALL BE PERMITTED. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS WILL REMAIN THE SAME.

ORIGINAL PO#: 001B4400304 _____
1ST RENEWAL#: 001B5400254 _____
2ND RENEWAL#: 001B6400157 _____
3RD RENEWAL#: _____
4TH RENEWAL#: _____

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	46561-107824	EA	32.0000

78"X24"X10", #1100, TRIPLE WALL CONSTRUCTION, FLUID RESISTANT, 4 NYLON CARRYING HANDLES, CONFORM TO STANDARD PPP-B-640D, CLASS 2, TRIPLE WALL. CAP COVER: SINGLE WALL, 200#, WITH 6" FLANGE FASTENED BY 2 NYLON RIVETS ON EACH CORNER, CONFORM TO STANDARD PPP-B-636D.

CREMATION CASES

PER SPECIFICATION INCLUDED IN SOLICITATION # MDDGS31011014

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0002	46561-104121	EA	42.5000

41"X21"X10", #1100, TRIPLE WALL CONSTRUCTION, FLUID RESISTANT, 4 NYLON CARRYING HANDLES, CONFORM TO STANDARD PPP-B-640D, CLASS 2, TRIPLE WALL. CAP COVER: SINGLE WALL, 200#, WITH 6" FLANGE FASTENED BY 2 NYLON RIVETS ON EACH CORNER, CONFORM TO STANDARD PPP-636-D.

CREMATION CASES

PER SPECIFICATION INCLUDED IN SOLICITATION # MDDGS31011014

END OF ITEM LIST

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

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

THE GOAL OF THE STATE OF MARYLAND'S MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM IS TO ATTEMPT TO PROVIDE A FAIR SHARE OF PROCUREMENT CONTRACTS TO CERTIFIED MINORITY BUSINESS ENTERPRISES. ALTHOUGH THERE IS NO SPECIFIC PERCENTAGE REQUIREMENT FOR MBE PARTICIPATION IN THIS BID, THE COMMODITY PROCUREMENT/PURCHASING BUREAU WOULD LIKE TO KNOW IF YOU WILL HAVE MBE PARTICIPATION IN THE BID? PLEASE INDICATE ON LINE 001 OF YOUR BID EITHER YES OR NO FOR MINORITY PARTICIPATION.

C O N T R A C T F O R
D H M H / S O M

THIS CONTRACT IS FOR ONE (1) YEAR WITH TWO (2) ONE (1) YEAR RENWAL OPTIONS.

AVAILABLE TO:	DESIGNATED AGENCY ONLY (X)
	ALL STATE OF MARYLAND AGENCIES ()
	STATE AGENCIES AMD POLITICAL SUBDIVISIONS ()

VENDOR SHALL PERFORM IN ACCORDANCE WITH AND SUBJECT TO ALL REQUIREMENTS OF SOLICITATION MDDGS31011014 ATTACHMENTS, TERMS, CONDITIONS AND SPECIFICATIONS

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE