

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400123

PRINT DATE: 02/01/16

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: RUDOLPHS OFFICE & COMPUTER SUPPLY INC 5020 CAMPBELL BLVD STE C BALTIMORE, MD 21236-4968 (410)931-4150	REFER QUESTIONS TO: LISA FORTUNE MCDONALD (410)767-4084 LISA.MCDONALD@MARYLAND.GOV
ITB:	EXPR DATE: 02/15/16 POST DATE: 08/28/14
	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.

CONTRACT EXTENSION UNTIL 01/31/2016

CONTRACT EXTENSION UNTIL 12/31/15.

VENDOR TELEPHONE NUMBER: (800) 673-8438

VENDOR TO SUPPLY OFFICE SUPPLIES ACCORDING TO THE BALTIMORE CITY GOVERNEMNT JIT OFFICE SUPPLIES CONTRACT B50001027.

CONTRACT PERIOD: SEPTEMBER 01, 2014 - AUGUST 31, 2015

FINAL RENEWAL OPTION ON CONTRACT.

CONTRACT EXTENDED UNTIL 12/31/15

CONTRACT EXTENDED UNTIL 12/31/15

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPARTMENT OF GENERAL SERVICES. ONCE THOSE CONTRACTS EXPIRE INCLUDING ANY RENEWAL OPTIONS, RUDOLPH'S MAY THEN SUPPLY THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS AGREEMENT.

BALTIMORE CITY JIT CONTRACT DISCOUNT PRODUCT CATEGORY: THIS IS A PARTIAL LISTING OF CATEGORIES SUPPLIED UNDER THIS AGREEMENT. FOR EXACT PRICING LOG ON TO WWW:RUDOLPHSUPPLY.COM

THIS CONTRACT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS FOR

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400123

PRINT DATE: 02/01/16

PAGE: 02

TERMS (cont'd):

COMMODITY CONTRACTS OVER \$25,000.

CHANGES

A. THE STATE AND RUDOLPH'S HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 AND THE TERMS AND CONDITIONS OF THE BALTIMORE CITY JIT OFFICE SUPPLIES CONTRACT B50001027, THE TERMS OF THE MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 WILL TAKE PRECEDENCE OVER TERMS CONTAINED IN JIT CONTRACT, NUMBER B50001027.

CONTRACTOR SHALL PROVIDE A QUARTERLY ELECTRONIC CONTRACT USAGE REPORT IN EXCEL FORMAT TO THE DGS PROCUREMENT OFFICER AND THE SUSTAINABILITY OFFICER, ANNE JACKSON AT ANNE.JACKSON@DGS.STATE.MD.US. THE REPORT SHALL INCLUDE AT A MINIMUM:

- . IDENTIFICATION OF THE AGENCIES USING THE CONTRACT.
- . TOTAL COST OF ALL INVOICED PURCHASES FOR EACH STATE AGENCY
- . ITEMIZED LIST, AND TOTAL COST BY STATE AGENCY, OF INVOICED PURCHASES THAT ARE MADE FROM RECYCLED CONTENT, INCLUDING THE RECYCLED CONTENT PERCENTAGE BY WEIGHT.

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.

PROCESSING FEE

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING 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 CONTRACTS UNIT PRICES.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400123

PRINT DATE: 02/01/16

PAGE: 03

TERMS (cont'd):

2.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) 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 ALSO BE EMAILED TO THE EMM PROJECT MANAGER DEWANA DANIEL AT DEWANA.DANIEL@MARYLAND.GOV

THE VENDOR ALSO AGREES TO A 5% MBE AS STIPULATED IN THE SIGNED AGREEMENT.

3.

FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT 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, WHICH EVER 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:
 - (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

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400123

PRINT DATE: 02/01/16

PAGE: 04

TERMS (cont'd):

(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 AFTICLE.

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 SUBSSITUTION 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 DETERMING 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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0003	20372			
PRINTER ACCESSORIES AND SUPPLIES: CHEMICALS, FORMS TRACTORS, INKS AND CARTRIDGES				
0004	20772	EA		
PRINTER ACCESSORIES AND SUPPLIES: CHEMICALS, FORMS TRACTORS, INKS AND CARTRIDGES, PAPER, LABEL SHEETS, SHEET				

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B5400123

PRINT DATE: 02/01/16

PAGE: 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
---------------	----------------------	------------	------------------

0005	60073	EA	
OFFICE MACHINES, EQUIPMENT, ACCESSORIES, AND SUPPLIES			

0006	61560	EA	
OFFICE SUPPLIES, GENERAL (NOT OTHERWISE CLASSIFIED)			

0007	61573	EA	
RECYCLED OFFICE SUPPLIES			

0008	64521	EA	
PAPER, BOND			

0009	64621		
BOND PAPER (INCLUDING RECYCLED), ENVIRONMENTALLY CERTIFIED PRODUCTS			

_____ END OF ITEM LIST _____

VENDOR FEDERAL IDENTIFICATION NUMBER: 1521439761

VENDOR TELEPHONE NUMBER FOR PLACING ORDERS: (800) 673-8438

VENDOR CONTACT PERSON: BONNIE RUDOLPH

***** LAST PAGE *****

AUTHORIZED BY: _____ **DATE:** _____
BUYER AUTHORIZED DESIGNEE