

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400355

PRINT DATE: 02/25/16

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: RGH ENTERPRISES INC P O BOX 4478 BALTIMORE, MD 21223 (410)576-1544	REFER QUESTIONS TO: LISA FORTUNE MCDONALD (410)767-4084 LISA.MCDONALD@MARYLAND.GOV
ITB:	EXPR DATE: 02/26/17 POST DATE: 02/25/16
	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.

CLIFF GRIFFIN
VICE PRESIDENT OF SALES
RGH ENTERPRISES, INC.
208 SOUTH PULASKI STREET
BALTIMORE, MD 21223
OFFICE (410) 576-1544 CELL (410) 365-5150
FAX (443) 315-0057
CUSTOMER SERVICE FOR RGH: 1-866-648-8349
E-MAIL: RGHE@EDIVERSITYNETWORK.COM

VENDOR TO SUPPLY OFFICE SUPPLIES AND CALENDARS FOR STATE OF MARYLAND AGENCIES, LOCAL GOVERNMENTS AND OTHER ENTITIES AUTHORIZED BY LAW TO PURCHASE UNDER THE CONTRACT ACCORDING TO THE MASTER AGREEMENT METRO OFFICE SOLUTIONS FOR OFFICE SUPPLIES CONTRACT NO. NJPA 010615 STATE OF MARYLAND THROUGH NJPA.

CONTRACT PERIOD: FROM 2/26/16 THROUGH 2/26/17
WITH 1 TWO YEAR RENEWAL OPTION.

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, RHG MAY THEN SUPPLY THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS AGREEMENT OF 24.5% DISCOUNT BELOW OPEN MARKET PRICES.

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TERMS (cont'd):

THIS CONTRACT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000.

CHANGES

A. THE STATE AND RGH 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 NJPA OFFICE SUPPLIES SUPPLIES CONTRACT NJPA 010615. THE TERMS OF MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 WILL TAKE PRECEDENCE OVER TERMS CONTAINED IN NJPA CONTRACT, NUMBER 010615.

CONTRACTOR SHALL PROVIDE A QUARTERLY ELECTRONIC CONTRACT USAGE REPORT IN EXCEL FORMAT TO THE DGS PROCUREMENT OFFICER AND THE SUSTAINABILITY OFFICER, JAMES LEY AT JAMES.LEY@MARYLAND.GOV. THE REPORT SHALL INCLUDE AT A MINIMUM:

- . INDENTIFICATION 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 RECYLED 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.

WHEREAS, THE CONTRACT IS IN EFFECT THROUGH THE CURRENT CONTRACT TERM AS DEFINED ABOVE; AND NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE TO THE CONTRACT AS FOLLOWS:

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.
- 2.

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TERMS (cont'd):

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 LISA MCDONALD AT LISA.MCDONALD@MARYLAND.GOV AND A. EBONY SALAKO AT AWAWU@MARYLAND.GOV

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 COCTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

ADDITIONAL TERMS AND CONDITIONS:

RELEASE SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN AS NEEDED BASIS. ALL ORDERS ARE TO BE RELEASED UPON RECEIPT OF A VALID DEPARTMENT PURCHASE ORDER OR BY USE OF THE DEPARTMENT CORPORATE CREDIT CARD.

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.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS CONTRACT.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____
0002	61502-000000	CS		
OFFICE SUPPLY, MISCELLANEOUS				
_____ END OF ITEM LIST _____				

VENDOR TELEPHONE NUMBER FOR PLACING ORDERS: () -

VENDOR FAX NUMBER:

VENDOR CONTACT PERSON:

ADDRESS:

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

BILLING:

INFORMATION WILL BE PROVIDED BY THE USING AGENCY REGARDING THE BILLING PROCESS.

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