

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B2400483

PRINT DATE: 10/31/15

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: MARYLAND CORRECTIONAL ENTERPRISES 7275 WATERLOO RD JESSUP, MD 20794 (410)540-5403	REFER QUESTIONS TO: CHERYLL BREWTON (410)767-3183 CHERYLL.BREWTON@MARYLAND.GOV	
ITB:	EXPR DATE: 04/24/17 POST DATE: 04/10/12	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.

VENDOR TELEPHONE NO: (410) 540-5400

VENDOR FAX NO: (410) 540-5570

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REFER TO WEBSITE FOR UPDATED DGS APPROVED PRICING AND PRODUCT INFORMATION. PLEASE GO TO : WWW.MCE.MD.GOV.

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STATEWIDE CONTRACT
ALL GOODS AND SERVICES AVAILABLE FROM
MARYLAND CORRECTIONAL ENTERPRISES

THIS CONTRACT ALSO COVERS REMOVAL AND DISPOSAL OF SURPLUS PROPERTY AS PER THE SECTION ENTITLED MCE SURPLUS REMOVAL AND DISPOSAL RATES LOCATED AT THE END OF THIS CONTRACT.

CONTRACT PERIOD: APRIL 24, 2012 THRU APRIL 23, 2017 - FIVE (5) YRS

DELIVERIES- WITH THE EXCEPTION OF CUSTOM ORDERED FURNITURE, ALL DELIVERIES MUST BE COMPLETED WITHIN 90 DAYS UNLESS OTHERWISE STATED IN THE PRICE QUOTE.

- A. THIS CONTRACT COMPLIES WITH COMAR 21.11.05 AND STATE FINANCE AND PROCUREMENT ARTICLE 14-101 THROUGH 14-108.
- B. PURSUANT TO CORRECTIONAL SERVICES ARTICLE 3-515, A UNIT OF STATE GOVERNMENT SHALL PURCHASE FROM MARYLAND CORRECTIONAL

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TERMS (cont'd):

ENTERPRISES (MCE) ANY GOODS OR SERVICES THAT ARE AVAILABLE FROM MCE AND THAT MCE CAN PROVIDE AT A PRICE NOT EXCEEDING THE PREVAILING MARKET PRICE AS DETERMINED BY THE DEPARTMENT OF GENERAL SERVICES (DGS).

- C. AS PROVIDED IN CORRECTIONAL SERVICES ARTICLE, SECTION 3-515, IF MCE IS UNABLE TO PROVIDE ANY OF THE GOODS OR SERVICES UNDER THE CONTRACT, MCE SHALL NOTIFY THE CONTRACTING UNIT SO THAT APPROPRIATE ALTERNATIVE ACTION MAY BE TAKEN TO MEET THE NEEDS OF UNITS OF STATE GOVERNMENT FOR WHICH THE CONTRACTING UNIT PROCURES GOODS OR SERVICES.

MCE SHALL PROVIDE WRITTEN RELINQUISHMENT OF ITS STATUTORY PREFERENCE IF IT IS UNABLE TO PROVIDE A GOOD OR SERVICE UNDER THIS CONTRACT.

- D. ORDERS WILL BE PLACED DIRECTLY WITH MCE BY INDIVIDUAL USING AGENCIES INDICATING DELIVERY AND BILLING INSTRUCTIONS.
- E. FOR PURCHASES MADE AGAINST THIS CONTRACT, MCE SHALL ACCEPT THE STATE OF MARYLAND'S CORPORATE PURCHASING CARD. PURCHASES MADE WITH THE STATE OF MARYLAND CORPORATE PURCHASING CARD SHALL BE INCLUDED IN ALL REPORTS REQUESTED BY DGS.
- F. PURSUANT TO CORRECTIONAL SERVICES ARTICLE, SECTIUONS 3-511 AND 3-516, THE FOLLOWING ENTITIES MAY PURCHASE GOODS AND SERVICES UNDER THIS CONTRACT:

- (1) UNITS OF STATE GOVERNEMNT;
- (2) POLITICAL SUBDIVISIONS OF THE STATE;
- (3) UNITS OF FEDERAL GOVERNMENT;
- (4) UNITS OF OTHER STATES;
- (5) POLITICAL SUBDIVISIONS OF OTHER STATES;
- (6) CHARITABLE, CIVIC, EDUCATIONAL, FRATERNAL, OR RELIGIOUS AGENCY, ASSOCIATION, OR INSTITUTION FOR ITS OWN USE AND NOT FOR RESALE WITHIN ONE (1) YEAR OF PURCHASE;
- (7) A PERSON FOR NATIONAL DEFENSE PURPOSES IF NOT PROHIBITED BY AN ACT OF CONGRESS; OR
- (8) A CONTRACTOR OR SUBCONTRACTOR IN PERFORMANCE OF A CONTRACT WITH A UNIT OF STATE GOVERNMENT OR ANY OTHER GOVERNMENTAL UNIT IN THE STATE.

- G. MARYLAND CORRECTIONAL ENTERPRISES SHALL SUBMIT A REPORT DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRTACT UPON REQUEST OF DGS. FORMAT SHALL BE AT MCE'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, AND THE CONTRACT TOAL. THE REPORT SHALL BE FILED WITHIN SEVEN (7) DAYS AFTER THE REQUEST. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD.

- H. THE STATE OF MARYLAND REQUIRES MCE TO PLACE ITS CATALOG ON EMARYLAND MARKETPLACE AND PAY A PROCESSING FEE.

PROCESSING FEE

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TERMS (cont'd):

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOAL 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 CONTRACT'S UNIT PRICES.
2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE 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 MONTLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES.
3. FAILURE TO REMIT PROCESSING 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 \$5,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND:

- (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY;
- (2) SHALL NOT CONSTITUTE A PURCHASE FROM OR CONTRACT WITH THE STATE OF MARYLAND OR A UNIT OR AGENCY THEREOF;
- (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.

I. THE MCE ON-LINE CATALOG IS INCORPORATED HEREIN BY REFERENCE.

J. THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" IS INCORPORATED HEREIN BY REFERENCE.

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

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

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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MCE COMMODITIES MISCELLANEOUS

ALL GOODS AVAILABLE FROM MCE ON-LINE CATALOG. CUSTOM ITEM PRICES ARE AVAILABLE VIA QUOTE FROM MCE. THIS CATALOG REPRESENTS THE MCE MASTER LIST. ALL PRICES HAVE BEEN APPROVED BY DGS WHICH IS THE PRICING AUTHORITY FOR MCE.

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MCE SERVICES MISCELLANEOUS

ALL SERVICES AVAILABLE FROM MCE ON-LINE CATALOG. CUSTOM ITEM PRICES ARE AVAILABLE VIA QUOTE FROM MCE. THIS CATALOG REPRESENTS THE MCE MASTER LIST. ALL PRICES HAVE BEEN APPROVED BY DGS WHICH IS THE PRICING AUTHORITY FOR MCE.

END OF ITEM LIST

MCE SURPLUS REMOVAL AND DISPOSAL RATES

ALL SURPLUS PROPERTY PICK-UPS MUST BE QUOTED BY AN MCE WAREHOUSE MANAGER PRIOR TO ACCEPTING A PURCHASE ORDER.

THE PRICING GUIDELINE BELOW WILL BE USED FOR SURPLUS PROPERTY PICK-UPS. ACTUAL QUOTES PROVIDED BY MCE WAREHOUSE MANAGERS WILL REFLECT THE AMOUNT OF LABOR, VEHICLES, AND DISPOSAL REQUIREMENTS TO COMPLETE THE DISPOSAL. ITEMIZED QUOTES FROM MCE WILL BE PROVIDED WITHIN 3 BUSINESS DAYS OF CONTACT BY THE AGENCY.

PRICING GUIDELINES FOR REMOVAL OF STANDARD OFFICE PRODUCTS:

\$150.00 FOR APPROXIMATELY 15 ITEMS OR LESS PLUS DISPOSAL FEES.

\$300.00 FOR 15 ITEMS OR MORE PLUS DISPOSAL FEES. (APPROXIMATELY 4 HOURS LABOR: TO INCLUDE 1 SUPERVISOR AND 2 LABORERS)

\$75.00 PER HOUR FOR (1 SUPERVISOR AND 2 LABORERS) AS NEEDED BASED ON JOB SPECIFICATIONS.

ESTIMATED DISPOSAL FEES ARE \$125.00 FOR 15 ITEMS OR LESS

ESTIMATED DISPOSAL FEES ARE \$250.00 FOR MORE THAN 15 ITEMS

APPROXIMATELY ½ TRAILER LOAD (20' TRAILER)

ESTIMATED DISPOSAL FEES ARE \$500.00 PER FULL TRAILER LOAD (40' TRAILER)

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TERMS (cont'd):

DISPOSAL FEE IS SUBJECT TO CHANGE BASED ON ACTUAL LOAD; PRICE WILL BE DETERMINED AT TIME OF FINAL QUOTE.

PURCHASE ORDERS ARE REQUIRED PRIOR TO SCHEDULING PICK UP. MCE WILL NOT PROCESS THE AGENCIES REQUEST UNTIL A PURCHASE ORDER OR CREDIT CARD ORDER HAS BEEN RECEIVED

THE ABOVE PRICING DOES NOT INCLUDE DISPOSAL OF LARGE ITEMS SUCH AS: HOSPITAL EQUIPMENT, X-RAY MACHINES, VENDING MACHINES, ETC. CALL THE MCE CONTACTS BELOW FOR A FORMAL ITEMIZED QUOTE.

HAZARDOUS MATERIALS, I.E. AIR CONDITIONING UNITS, MUST BE RENDERED SAFE BY THE AGENCY PRIOR TO MCE DISPOSING OF THE ITEMS. DOCUMENTATION SHOWING THE ITEMS HAVE BEEN RENDERED SAFE WILL BE REQUIRED AT THE TIME OF PICK-UP.

HOLIDAYS AND WEEKEND PICK UPS WILL BE CALCULATED USING OVERTIME RATES.

ALL PICK UPS WILL BE COMPLETED 10 BUSINESS DAYS AFTER RECEIPT OF PURCHASE ORDER OR CREDIT CARD VERIFICATION.

CONTACT: PAUL ROSENBLATT, MCE CENTRAL WAREHOUSE MANAGER
SERVICE LOCATIONS: BALTIMORE COUNTY, BALTIMORE CITY, HOWARD,
MONTGOMERY, ANNE ARUNDEL, PRINCE GEORGES, CALVERT, CHARLES, ST.
MARY'S, HARFORD, CECIL, KENT, QUEEN ANNE, CAROLINE, TALBOT,
DORCHESTER, WICOMICO, SOMERSET
PHONE #: 410-540-5476
E-MAIL: PROSENBLATT@DPSCS.STATE.MD.US
FAX #: 410-799-8856

CONTACT: RON BROWN, MCE WESTERN REGION WAREHOUSE MANAGER
SERVICE LOCATIONS: CARROLL, FREDERICK, WASHINGTON, ALLEGANY, GARRETT
E-MAIL: REBROWN1@DPSCS.STATE.MD.US
PHONE #: 240-420-1232
FAX #: 301-745-3415

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