

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B1600148

PRINT DATE: 09/28/20

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: ARFAN INTERNATIONAL INC 2000 INTERNATIONAL PKWY STE 101 FREDERICKSBURG, VA 22406 (540)737-4500	REFER QUESTIONS TO: MILTON FERGUSON (410)767-4612 ALEX.FERGUSON@MARYLAND.GOV	
ITB: 001IT821170	EXPR DATE: 09/30/23 POST DATE: 09/28/20	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.

S T A T E W I D E C O N T R A C T
F O R
E L E C T R O N I C R E C Y C L I N G

CONTRACT SCOPE:

TO SUPPLY THE STATE OF MARYLAND AND USING AUTHORITIES WITH ELECTRONIC RECYCLING FOR THE CONTRACT TERM EFFECTIVE OCTOBER 1,2020 THROUGH SEPTEMBER 30,2023 WITH TWO (2) ONE(1) YEAR RENEWAL OPTIONS.

REGIONAL AREAS COVERED UNDER THIS CONTRACT:

REGION A (WESTERN): ALLEGANY, GARRETT AND WASHINGTON COUNTIES
REGION B (CAPITOL): FREDERICK, MONTGOMERY AND PRINCE GEORGES COUNTIES
REGION C (CENTRAL): ANNE ARUNDEL, BALTIMORE, CARROLL, HARFORD, HOWARD COUNTIES AND BALTIMORE CITY
REGION D (EASTERN SHORE): CAROLINE, CECIL, DORCHESTER, KENT, QUEEN ANNES, SOMERSET, TALBOT, WICOMICO AND WORCESTER COUNTIES
REGION E (SOUTHERN): CALVERT, CHARLES AND ST. MARYS COUNTIES

VENDOR CONTACT: JIM BERTOCCHIO
VENDOR PHONE: 410-767-4381
VENDOR EMAIL ADDRESS: JAMES.BERTOCCHIO@MARYLAND.GOV

AGENCY CONTACT: ALEX FERGUSON
AGENCY PHONE: 410-767-4612

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TERMS (cont'd):

AGENCY EMAIL ADDRESS: ALEX.FERGUSON@MARYLAND.GOV

THE TYPES OF EQUIPMENT COVERED IN THIS CONTRACT INCLUDE:

MONITORS (INCLUDING CRT, LCD, AND PLASMA)
TELEVISIONS
PRINTERS/COPIERS/FAX/SCANNERS
CPUS
LAPTOPS
PDA
CELL PHONES
SERVERS
UPS
DVD/VCR
KEYBOARDS, MICE, OTHER PERIPHERALS
CAMERAS
RADIOS AND BATTERIES
TELEPHONES AND HEADSETS
POLICE CAR ELECTRONICS
MICROWAVES
SHREDDERS

THE CONTRACTOR SHALL:

- A. HANDLE EQUIPMENT IN ACCORDANCE WITH THE R-2 OR E-STEWARDS STANDARD OF THE BASEL ACTION NETWORK.
- B. DISMANTLE OR OTHERWISE PROCESS EQUIPMENT SO THAT METALS, PLASTIC, GLASS AND OTHER MATERIALS ARE RECYCLED TO THE GREATEST EXTENT.
- C. RECYCLE THAT RESULTS IN A PRODUCT OR SUBSTANCE BEING USED FOR THE SAME PRODUCT IT CAME FROM (FOR EXAMPLE, CRT GLASS-TO-GLASS RECYCLING).
- D. OBTAIN DOCUMENTATION AND OR RECORD IDENTIFYING NUMBERS AND TYPES OF ITEMS PICKED UP, AND CERTIFYING WHERE AND WHEN EACH ITEM WAS PROCESSED.

REQUIREMENTS:

- A. RECEIVE AND PROCESS ALL MATERIALS IN AN AS-IS CONDITION, WITH NO GUARANTEE OR WARRANTY AS TO THE VALUE, FUNCTIONALITY, OR USABLE CONDITION OF THE MATERIALS. RETRIEVED MATERIALS MAY BE MIXED AND REQUIRE SEPARATION PRIOR TO PROCESSING.
- B. USE BEST EFFORTS TO RECYCLE ALL EQUIPMENT, MATERIALS AND ANY ELEMENTS, METALS, PLASTICS, CHEMICALS AND/OR COMPOUNDS, PARTICULARLY HAZARDOUS SUBSTANCES THEREOF, AND TO MINIMIZE LANDFILLS AND/OR INCINERATION DISPOSAL OF EQUIPMENT AND/OR MATERIALS.
- C. HAVE ALL LICENSES AND PERMITS REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.
- D. REPRESENT, WARRANT AND COVENANT THAT ALL MATERIALS THAT ARE NOT

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TERMS (cont'd):

RECOVERED, REFURBISHED, REPAIRED OR RECYCLED BY VENDOR BE PROPERLY DISPOSED OF, AND THAT SUCH DISPOSAL WILL, AT A MINIMUM, BE IN COMPLIANCE WITH AND WILL NOT RESULT IN LIABILITY UNDER ALL ENVIRONMENTAL LAWS AND ANY AND ALL OTHER LOCAL, STATE OR FEDERAL, REGIONAL OR COUNTRY LAWS, REGULATIONS OR REQUIREMENTS OF ANY KIND

E. THE VENDOR SHALL TAKE TITLE TO AND SOLE CUSTODY OF THE ELECTRONIC EQUIPMENT WHEN THE TASK OF LOADING HAS BEEN COMPLETED AND THE DOCUMENTATION HAS BEEN APPROVED BY THE USING AGENCY REPRESENTATIVE.

F. PROCESS AND DESTROY THE FUNCTIONALITY OF ALL RECEIVED MEMORY ASSETS THAT ARE NOT RESOLD AS TO RENDER THE VALUE FROM FUNCTION NEGLIGIBLE AND THE PART UNUSABLE AND UN-REPAIRABLE, AND ASSURE THAT NO DATA ON ANY MEDIA CAN BE RECOVERED.

NOTE: THE STATE OF MARYLAND MAY REQUIRE CERTAIN MEMORY ASSETS TO BE RETURNED TO THE USING AGENCY FOR PROCESSING.

G. HARD DRIVES ARE TO BE WIPED ACCORDING TO THE DEPARTMENT OF INFORMATION TECHNOLOGY SECURITY POLICY OR PULLED FROM CPUS/ELECTRONIC DEVICES BEFORE THE DEVICE IS GIVEN TO THE RECYCLE CONTRACTOR. SHOULD THE CONTRACTOR PICKUP UP ELECTRONICS WITH HARD DRIVES INCLUDED THE USING AGENCY SHALL PROVIDE INSTRUCTIONS FOR THE RETURN OR THEOR THE DESTRUCTION OF THE MEMORY ASSET. IF APPLICABLE, REMOVE ALL STATE OF MARYLAND ASSET TAGS AND ANY PURCHASER INFORMATION FROM ALL EQUIPMENT AND/OR MATERIAL BEFORE SELLING/DISPOSING OF ANY ITEMS/MATERIALS.

H. AGREE TO KEEP APPROPRIATE BUSINESS RECORDS OF IT AND ELECTRONIC MATERIAL UNDER MANAGEMENT AT ITS PROCESSING FACILITY IN ORDER THAT THE STATE OF MARYLAND MAY, IF UPON REQUEST, AUDIT THOSE RECORDS TO ENSURE THAT SUCH MATERIALS WERE HANDLED, STORED, LABELED, SHIPPED AND DISPOSED OF PROPERLY.

I. LIST EACH FACILITY AND TRANSPORTER TO BE USED IN PERFORMING THIS CONTRACT, AND IDENTIFY WHETHER EACH FACILITY IS CONTRACTOR - OWNED AND OPERATED.

J. IDENTIFY EACH SUBCONTRACTOR TO BE USED IN PERFORMING THIS CONTRACT. FOR EACH CONTRACTOR AND SUB-CONTRACTOR FACILITY, PROVIDE A CONTACT PERSON, TITLE, PHONE NUMBER, AND FACILITY ADDRESS.

K. PICK UP ELECTRONIC EQUIPMENT AT THE STATES FACILITIES AS DESIGNATED THE STATE RESERVES THE RIGHT TO DROP OFF EQUIPMENT AT THE CONTRACTORS OR DESIGNATED CONTRACTOR FACILITIES OR DESIGNATED SUBCONTRACTOR FACILITY.

L. THE CONTRACTOR SHALL HAVE A CONTACT PERSON AVAILABLE BY TELEPHONE DURING 8:00 AM TO 5:00 PM EASTERN STANDARD TIME, MONDAY THROUGH FRIDAY, FOR GENERAL CONTRACT SERVICES.

M. NOTIFY THE STATE IN WRITING WITHIN FIVE (5) BUSINESS DAYS OF ANY CHANGE IN OWNERSHIP OF THE FACILITIES OF THE CONTRACTOR, OR OF THE

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TERMS (cont'd):

FACILITIES OF ANY SUBCONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE STATE IN WRITING AS SOON AS POSSIBLE, AND IN NO EVENT LATER THAN FIVE (5) BUSINESS DAYS, AFTER ANY DECISION BY THE CONTRACTOR TO CHANGE OR DISCONTINUE SERVICE THAT WILL AFFECT SERVICES PROVIDED TO THE STATE UNDER THE CONTRACT.

N. PROVIDE ACCESS AND REVIEW: THE STATE MAY VISIT AND VIEW ANY OF THE OFFICES, PREMISES, FACILITIES AND VEHICLES OF THE CONTRACTOR AND THE CONTRACTORS [ACTUAL OR PROPOSED] SUBCONTRACTORS, UPON REQUEST AND REASONABLE NOTICE DURING THE TERM OF THE CONTRACT AND ANY RENEWALS. THE CONTRACTOR AND ITS [ACTUAL AND PROPOSED] SUBCONTRACTORS SHALL ALLOW THE STATE ACCESS TO ALL FACILITIES AND TO VIEW ANNUAL FINANCIAL STATEMENTS, ENVIRONMENTAL, SAFETY, AND TRAINING RECORDS UPON REQUEST, AND SHALL ASSIST AUTHORIZED STATE PERSONNEL IN VISITING, VIEWING AND REVIEWING THE CONTRACTOR AND SUBCONTRACTORS FACILITIES AND RECORDS AND IN COPYING RECORDS.

O. ACCOMPLISH ALL SERVICES IN A TIMELY AND APPROPRIATE MANNER, AND, AT NO ADDITIONAL EXPENSE TO THE STATE, SHALL COMPLY WITH ALL APPLICABLE LAWS AFFECTING PERFORMANCE OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO ALL FEDERAL, STATE AND LOCAL LAWS, AND COUNTY AND STATE ORDINANCES. THE CONTRACTOR AND SUBCONTRACTORS SHALL HAVE AND MAINTAIN CURRENT AND IN FULL FORCE AND EFFECT DURING THE TERM OF THE CONTRACT ANY AND ALL [IDENTIFICATION NUMBERS], LICENSES, PERMITS AND OTHER GOVERNMENTAL APPROVALS OR AUTHORIZATIONS REQUIRED BY ALL APPLICABLE ENVIRONMENTAL OR SAFETY LAW, IMPLEMENTING REGULATIONS, AND GOVERNMENTAL ORDERS, PERMITS, LICENSES, APPROVALS, AND AUTHORIZATIONS AND SHALL COMPLY WITH ALL REQUIREMENTS THEREOF. [THE STATE MAY, AT ANY TIME, CANCEL THIS CONTRACT BASED ON ITS EVALUATION OF THE SUCCESSFUL CONTRACTOR ENVIRONMENTAL OR SAFETY LAW COMPLIANCE.] THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ITS AND ITS SUBCONTRACTORS COMPLIANCE. NOTHING IN THIS CONTRACT, INCLUDING THE STATES KNOWLEDGE OR RECEIPT, REVIEW, ACCEPTANCE OR APPROVAL OF THE CONTRACTOR SUBCONTRACTORS PERMITS, LICENSES, GOVERNMENTAL APPROVALS OR AUTHORIZATIONS, INSURANCE DOCUMENTATION, SAFETY PLANS, OTHER PLANS OR OTHER REGULATORY OR COMPLIANCE INFORMATION, SHALL BE CONSTRUED TO WAIVE ANY RIGHTS OF THE STATE, NOR SHALL IT RELIEVE THE CONTRACTOR OF ANY OF ITS LEGAL OBLIGATIONS, INCLUDING BUT NOT LIMITED TO THE OBLIGATION TO PROVIDE A SAFE AND HEALTH WORKING ENVIRONMENT.

EVERY TRANSPORTER SHALL HAVE AND MAINTAIN ANY AND ALL IDENTIFICATION OR REGISTRATION REQUIRED FOR TRANSPORTATION OF MATERIALS UNDER THIS CONTRACT.

PLEASE NOTE THE FOLLOWING:

IF THE AMOUNT OF EQUIPMENT REQUIRING PACKAGING/PICKUP IS EQUIVALENT TO 2 PALLETS AND LESS, THEN THE FEE WOULD BE \$12 PER HOUR, PER EMPLOYEE.

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TERMS (cont'd):

THE START TIME WOULD BE FROM THE TIME THE EMPLOYEE(S) LEAVES THE WAREHOUSE IN STAFFORD COUNTY, VA (2000INTERNATIONAL PKWY, STE 101, FREDERICKSBURG, VA 22406) AND THE END TIME WOULD BE WHEN THEY RETURN TO THE WAREHOUSE WITH THE EQUIPMENT PICKED UP FROM THE STATE AGENCY IN MARYLAND.

THIS FEE WOULD ONLY BE CHARGED WHEN THERE ARE TWO FULL PALLETS OR LESS.

THERE IS NO PER HOUR FEE CHARGE FOR OVER TWO PALLETS. JUST THE APPLICABLE PER ITEM CHARGES (IF ANY).

IF THE EMPLOYEE(S) IS/ARE REQUIRED TO PICK UP FROM MULTIPLE LOCATIONS, THEN THE TRAVELING TIME FROM OUR WAREHOUSE TO THE FIRST PICKUP LOCATION AND THE TRAVELING TIME FROM THE LAST PICKUP LOCATION BACK TO THEIR WAREHOUSE WILL BE EQUALLY DIVIDED BETWEEN THE NUMBER OF PICKUP LOCATIONS/AGENCIES.

PLEASE SEE ATTACHED PRICE LIST FOR EACH ITEM PER REGION.

PLEASE RETAIN IFB AND ALL ATTACHMENTS FOR FUTURE REFERENCE.

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RECYCLING EQUIPMENT

RECYCLING OF ELECTRONIC EQUIPMENT CONSIDERED "SCRAP" TO INCLUDE BUT NOT LIMITED TO: COMPUTERS, MONITORS, PRINTERS, MAINFRAMES, HUBS, CELL PHONES AND MISCELLANEOUS EQUIPMENT, FOR THE PERIOD BEGINNING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023, WITH TWO (2), ONE (1) YEAR RENEWAL OPTIONS.

_____ END OF ITEM LIST _____

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AUTHORIZED BY: Alex Ferguson

DATE: 9/28/2020

BUYER AUTHORIZED DESIGNEE