

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B1600456

PRINT DATE: 05/07/21

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

BLUETRITAN BRANDS INC
DBA READYREFRESH
900 LONG RIDGE ROAD BLDG 2
STAMFORD, CT 06902
(240)904-4295

REFER QUESTIONS TO:

MIKE MYERS
(410)767-4600
MIKE.MYERS@MARYLAND.GOV

ITB:

EXPR DATE: 05/07/22
POST DATE: 05/03/21

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.

ICPA CONTRACT FOR

BOTTLED WATER SERVICE

BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY CONTRACT NO. 010-19
(ICPA) (IDIQ)

CONTRACT START DATE: MAY 01, 2021
CONTRACT EXPIRATION DATE: MAY 07, 2022

THERE ARE TWO (2) ONE (1) YEAR RENEWAL OPTIONS

MARYLAND LAW PREVAILS. THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR CONTACT: JERRY RIMBEY
VENDOR NAME: BLUETRITON BRANDS, INC. D/B/A READYREFRESH
VENDOR ADDRESS: 900 LONG RIDGE ROAD-BLDG 2, STAMFORD, CT 06902
VENDOR EMAIL: JERRY.RIMBEY@WATERS.NESTLE.COM

SCOPE OF CONTRACT: TO PROVIDE BOTTLED WATER SERVICE TO THE STATE OF MARYLAND AND USING AUTHORITIES.

CONTRACT REQUIREMENTS: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE

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TERMS (cont'd):

PRICE DECREASES AND PRICE ADJUSTMENTS:

PRICE DECREASES AND PRICE ADJUSTMENTS SHALL BE MADE IN ACCORDANCE WITH SECTION 20.0 (C), (D) OF THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY CONTRACT 010-19

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PREPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

ELECTRONIC TRANSACTION FEE:

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

THE ELECTRONIC TRANSACTION 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 BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S

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TERMS (cont'd):

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 \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

INVOICES:

CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION ON ALL INVOICES:

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TERMS (cont'd):

- 1) NAME OF COMPANY
- 2) ADDRESS TO INCLUDE THE 9 DIGIT ZIP CODE,
- 3) FEIN NUMBER,
- 4) THE NAME OF THE CONTACT PERSON,
*INCLUDE THE PHONE NUMBER (INCLUDING TOLL FREE) FOR PLACING ORDERS

FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

PURCHASES BY OTHER ENTITIES:

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 OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE ; OR

(6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

(B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) 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 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

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TERMS (cont'd):

AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS
AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY
ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE
THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH
THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

TERMINATION OF CONTRACT:

TERMINATION OF CONTRACT SHALL BE MADE IN ACCORDANCE WITH SECTION 12
(A), (B), AND (C) OF THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY
CONTRACT 010-19.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF
MARYLAND.

BPO AS CONTRACT

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE
DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF
ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN
\$200,000.00.

AS USED IN THIS PROVISION, A BID REFERS TO A BID SUBMITTED UNDER
COMPETITIVE SEALED BIDDING AND TO AN OFFER SUBMITTED UNDER COMPETITIVE
SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER
COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED
PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER
COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED
PROPOSALS.

AS USED IN THIS PROVISION, A SOLICITATION MEANS AN INVITATION TO BID,
A REQUEST FOR PROPOSALS, OR ANY OTHER DOCUMENT REQUESTING BIDS OR
PROPOSALS FOR PROCUREMENT BY THE DEPARTMENT.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES
A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE
DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE
SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN
THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE SOLICITATION OR FOR
SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

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TERMS (cont'd):

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

IN THE EVENT OF A CONFLICT BETWEEN PROVISIONS OF THE CONTRACT DOCUMENTS, THE CONTROLLING PROVISIONS SHALL BE, IN THE FOLLOWING ORDER, THOSE OF:

THE BPO; THEN

THE SOLICITATION; AND THEN

THE BID.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	39091-000001	GL	4.2900		
	BOTTLED WATER, 5 GAL				
	PURIFIED WATER, 5 GALLON (EA.)				
0002	80584-200010	EA	99.7500		
	WATER COOLERS				

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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CONE CUP, 4.25 OZ., 200/SLEEVE, 25/CASE (CASE)

0003	80584-200010	EA	49.8000	
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WATER COOLERS
PLASTIC CUP, 9 OZ., 50/SLEEVE, 20/CASE (CASE)

0004	80584-200010	EA		
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WATER COOLERS
HOT & COLD COOLER RENTAL PER MONTH/EA (NO CHARGE)

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE