BLANKET PURCHASE ORDER
STATE OF MARYLAND

*************** STATE OF MARYLAND **********************
BPO NO: 001B2600282 PRINT DATE: 12/08/21 PAGE: 01

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: REFER QUESTIONS TO:
SUNWEST GROUP OF COMPANIES MIKE MYERS
PO BOX 6008 (410) 767-4600
OAKLAND, CA 94603 MIKE.MYERS@MARYLAND.GOV
(510) 324-8775

ITB: EXPR DATE: 01/12/23 DISCOUNT TERMS: .00
POST DATE: 12/08/21 CONTRACT AMOUNT: NET 30 DAY

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.

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MODIFICATION #1: AWARDED LINE ITEMS UPDATED AT THE "PPE PRODUCT" SECTION.
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STATEWIDE CONTRACT
FOR (PPE)
PERSONAL PROTECTION EQUIPMENT AND SUPPLIES
***SMALL BUSINESS RESERVE (SBR)***

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS.

OPTION ONE TERM: JANUARY 13, 2022 THROUGH JANUARY 12, 2023, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

RENEWAL OPTIONS:
RENEWAL #1: JANUARY 13, 2022 THROUGH JANUARY 12, 2023
RENEWAL #2: JANUARY 13, 2023 THROUGH JANUARY 12, 2024

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REFER TO LINE ITEMS FOR PRIMARY, SECONDARY OR TERTIARY CONDITIONS
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BPM019867–INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ)

VENDOR: SUNWEST SALES COMPANY
VENDOR CONTACT: ALEX CO
VENDOR NUMBER: 510-324-8775
VENDOR EMAIL: SALES@SUNWEST.COM

AGENCY CONTACT: MIKE MYERS
AGENCY NUMBER: 410-767-4281
AGENCY EMAIL: MIKE.MYERS@MARYLAND.GOV

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER $50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #BPM019867 ARE INCORPORATED HEREIN BY REFERENCE.

CONTRACT SCOPE: THIS IS A STATEWIDE CONTRACT FOR SUCCESSFUL SUPPLIERS TO FURNISH AND DELIVER THE SPECIFIED PPE ITEMS REQUESTED BY AGENCIES, POLITICAL SUBDIVISIONS OF THE STATE ON AN AS-NEEDED BASIS.

SUMMARY STATEMENT:

THE MARYLAND DEPARTMENT OF GENERAL SERVICES (DGS) OR THE "DEPARTMENT") IS ISSUING THIS INVITATION FOR BIDS (IFB) IN ORDER TO PROCURE PERSONAL PROTECTIVE EQUIPMENT (PPE) DEFINED IN THIS SECTION 2, AS SPECIFIED IN THIS IFB, FROM A CONTRACT BETWEEN THE SUCCESSFUL BIDDER(S) AND THE MARYLAND DEPARTMENT OF GENERAL SERVICES. THE SUCCESSFUL SUPPLIERS WILL FURNISH AND DELIVER THE SPECIFIED PPE ITEMS REQUESTED BY AGENCIES AND POLITICAL SUBDIVISIONS OF THE STATE ON AN AS-NEEDED BASIS. THIS IS A FIRM FIXED PRICE REQUIREMENTS CONTRACT WHERE THERE WILL BE NO MINIMUM OR MAXIMUM ORDER AMOUNT FOR THE TERM OF THE CONTRACT.

ALL CONTRACTS WILL BEGIN ON THE DATE OF CONTRACT AWARD WHICH WILL SERVE AS NOTICE TO PROCEED. ANY RENEWALS SOLICITED WITH THIS CONTRACT OR ANY PART OF THE CONTRACT MAY BE RENEWED SOLELY AT THE DISCRETION OF THE OFFICE OF STATE PROCUREMENT. THE STATE HAS THE UNILATERAL RIGHT TO EXERCISE ANY OPTION(S). IT IS THE STATE'S

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INTENTION TO OBTAIN GOODS AND SERVICES, AS SPECIFIED IN THIS IFB, FROM A CONTRACT BETWEEN SELECTED BIDDERS AND THE STATE.

THE MARYLAND DEPARTMENT OF GENERAL SERVICES INTENDS TO MAKE MULTIPLE AWARDS FOR EACH LINE ITEM TO ENSURE CONTINUITY OF SUPPLY IN CHALLENGING MARKETS. IT IS ESTIMATED THAT UP TO THREE (3) AWARDS MAY BE MADE FOR EACH LINE ITEM UNDER THIS IFB. SEE IFB SECTION 4.9 AWARD BASIS FOR MORE CONTRACT AWARD INFORMATION.


MARYLAND STATE AND LOCAL ENTITIES AS DEFINED IN FINANCE AND PROCUREMENT §13-110(A) AND NONPROFIT ENTITIES WITHIN THE STATE OF MARYLAND MAY PURCHASE FROM THE CONTRACTOR GOODS OR SERVICES COVERED BY THE CONTRACT AT THE SAME PRICES CHARGEABLE TO THE STATE. ALL SUCH PURCHASES BY NON-EXECUTIVE BRANCH ENTITIES, NON-STATE GOVERNMENTS, GOVERNMENT AGENCIES OR NONPROFIT ENTITIES:

SHALL CONSTITUTE CONTRACTS BETWEEN THE CONTRACTOR AND THAT ENTITY;
SHALL NOT CONSTITUTE PURCHASES BY THE STATE OR STATE AGENCIES UNDER THE CONTRACT; SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACT OR AND THE PURCHASER.

ALL CONTRACT PRICES, TERMS, AND CONDITIONS MUST BE PROVIDED TO ANY MARYLAND LOCAL GOVERNMENT OR NONPROFIT ENTITY REQUESTING SERVICES UNDER THE CONTRACT. THE CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT A GOVERNMENT, AGENCY OR ORGANIZATION WITH WHICH THE CONTRACTOR IS DEALING IS A STATE ENTITY.

BY SUBMISSION OF BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THE ARRANGEMENT CREATED BY THE CONTRACT/BPO TO THE CONTRACTOR IS *** CONTINUED, NEXT PAGE ***
TERMS (cont’d):

NON-EXCLUSIVE AND THE DEPARTMENT AND ALL STATE AGENCIES RETAIN THE RIGHT TO PURCHASE FROM OTHER PROVIDERS.

NOTHING CONTAINED HEREIN SHALL LIMIT NOR RESTRICT THE DEPARTMENT FROM PURCHASING SIMILAR ITEMS FROM ANOTHER PROVIDER.

RESPONSIBILITIES AND TASKS:

UPON AWARD, THE CONTRACTOR(S) SHALL:
A) BE RESPONSIBLE FOR MAINTAINING A CONTINUOUS SUPPLY OF THE AWARDED PRODUCTS FOR THE TERM OF THE CONTRACT,

B) BE RESPONSIBLE FOR PROVIDING THE GOODS SPECIFIED ON THE PRICE SHEET (ATTACHMENT B) ON AN AS-NEEDED BASIS UPON RECEIPT OF AN AUTHORIZED PURCHASE ORDER

C) HAVE THE ABILITY TO PROCESS CREDIT CARD ORDERS;

D) BE ABLE TO PROVIDE TO THE REQUESTOR SAFETY DATA SHEETS (SDS) FOR ALL PRODUCT ORDERS:

E) BE RESPONSIBLE FOR ALL SHIPPING COSTS ASSOCIATED WITH THE DELIVERY OF REQUESTED ITEMS UNLESS THE ORDER IS PLACED FOR PRODUCT AT THE PRICES QUOTED NOT INCLUDING DELIVERY; AND

F) BE RESPONSIBLE FOR ENSURING THAT THE REQUESTED ITEMS SHIPPED ARE TO THE SPECIFICATIONS OUTLINED IN ATTACHMENT B.

COMPLETE ORDERS MUST BE DELIVERED WITHIN THE TIME FRAME LISTED ON EACH PURCHASE ORDER AT THE FIRM FIXED PRICE STATED ON THE CONTRACT. NO MULTI-STAGE SHIPMENTS WITHOUT PRE-AUTHORIZATION FROM THE ORDERING ENTITY.

UPON AWARD OF A CONTRACT, THE CONTRACTOR SHALL IMMEDIATELY BEGIN ACCEPTING ALL ORDERS ISSUED BY AUTHORIZED USING ENTITIES AS NEEDED.

INVOICING:

A) THE CONTRACTOR SHALL SEND THE ORIGINAL OF EACH INVOICE TO THE ORDERING ENTITY AS LISTED ON EACH PURCHASE ORDER.

ALL INVOICES FOR SERVICES SHALL BE VERIFIED BY THE CONTRACTOR AS ACCURATE AT THE TIME OF SUBMISSION.

AN INVOICE NOT SATISFYING THE REQUIREMENTS OF A PROPER INVOICE (AS DEFINED IN COMAR 21.06.09) CANNOT BE PROCESSED FOR PAYMENT. TO BE *** CONTINUED, NEXT PAGE ***
CONSIDERED A PROPER INVOICE, INVOICES MUST INCLUDE THE FOLLOWING INFORMATION WITHOUT ERROR:

1) CONTRACTOR NAME AND ADDRESS;

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

3) REMITTANCE;

4) FEDERAL TAXPAYER IDENTIFICATION (FEIN) NUMBER, SOCIAL SECURITY NUMBER, AS APPROPRIATE;

5) INVOICE PERIOD (I.E. TIME PERIOD DURING WHICH SERVICES COVERED BY INVOICE WERE PERFORMED);

6) INVOICE NUMBER;

7) STATE ASSIGNED CONTRACT NUMBER;

8) STATE ASSIGNED (BLANKET PURCHASE ORDER NUMBER(S);

9) GOODS OR SERVICES PROVIDED;

10) AMOUNT DUE; AND

11) ANY ADDITIONAL DOCUMENTATION REQUIRED BY REGULATION OR THE CONTRACT.


THE STATE IS GENERALLY EXEMPT FROM FEDERAL EXCISE TAXES, MARYLAND SALES AND USE TAXES, DISTRICT OF COLUMBIA SALES TAXES AND TRANSPORTATION TAXES. THE CONTRACTOR, HOWEVER, IS NOT EXEMPT FROM SUCH SALES AND USE TAXES AND MAY BE LIABLE THE SAME.

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INVOICES FOR FINAL PAYMENT SHALL BE CLEARLY MARKED AS FINAL AND SUBMITTED WHEN ALL WORK REQUIREMENTS HAVE BEEN COMPLETED AND NO FURTHER CHARGES ARE TO BE INCURRED UNDER THE CONTRACT. IN NO EVENT SHALL ANY INVOICE BE SUBMITTED LATER THAN 60 CALENDAR DAYS FROM THE CONTRACT TERMINATION DATE.

DELEVERABLE INVOICING:

PAYMENT FOR DELIVERABLES WILL ONLY BE MADE UPON COMPLETION AND ACCEPTANCE OF THE DELIVERABLES AS DEFINED IN SECTION 2 (IFB).

FOR THE PURPOSES OF THE CONTRACT AN AMOUNT WILL NOT BE DEEMED DUE AND PAYABLE IF:

A) THE AMOUNT INVOICED IS INCONSISTENT WITH THE CONTRACT;
B) THE PROPER INVOICE HAS NOT BEEN RECEIVED BY THE PARTY OR OFFICE SPECIFIED IN THE CONTRACT;
C) THE INVOICE OR PERFORMANCE IS IN DISPUTE OR THE CONTRACTOR HAS FAILED TO OTHERWISE COMPLY WITH THE PROVISIONS OF THE CONTRACT;
D) THE ITEM OR SERVICES HAVE NOT BEEN ACCEPTED;
E) THE QUANTITY OF ITEMS DELIVERED IS LESS THAN THE QUANTITY ORDERED;
F) THE ITEMS OR SERVICES DO NOT MEET THE QUALITY REQUIREMENTS OF THE CONTRACT;
G) THE CONTRACTOR HAS NOT SUBMITTED SATISFACTORY DOCUMENTATION OR OTHER EVIDENCE REASONABLY REQUIRED BY THE PROCUREMENT OFFICER OR BY THE CONTRACT CONCERNING PERFORMANCE UNDER THE CONTRACT AND COMPLIANCE WITH ITS PROVISIONS.

TRAVEL REIMBURSEMENT:
TRAVEL WILL NOT BE REIMBURSED UNDER THIS IFB.

NO-COST EXTENSION:

IN ACCORDANCE WITH BPW ADVISORY 1995-1 ITEM 7.B, IN THE EVENT THERE ARE UNSPENT FUNDS REMAINING ON THE CONTRACT, PRIOR TO THE CONTRACT'S EXPIRATION DATE THE PROCUREMENT OFFICER MAY MODIFY THE CONTRACT TO EXTEND THE CONTRACT BEYOND ITS EXPIRATION DATE FOR A PERIOD UP TO, BUT NOT EXCEEDING, ONE-THIRD OF THE BASE TERM OF THE CONTRACT (E.G., EIGHT-MONTH EXTENSION ON A TWO-YEAR CONTRACT) FOR THE PERFORMANCE OF WORK WITHIN THE CONTRACT'S SCOPE OF WORK. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NO FUNDS MAY BE ADDED TO THE CONTRACT IN CONNECTION WITH ANY SUCH EXTENSION.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED

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TERMS (cont'd):

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.

ELECTRONIC 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 OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD 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 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.

PRICE ADJUSTMENT:

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS. ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL VENDORS.
TERMS (cont’d):

DGS RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. ANY CONTRACTS WHICH ARE NOT RENEWED MAY BE COMPETITIVELY RE-BID. ESTIMATED QUANTITIES WILL BE PROVIDED FOR ANY OR ALL RENEWAL OPTIONS. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

METHOD OF REQUESTING AN ADJUSTMENT IS AS FOLLOWS:

THIRTY (30) DAYS PRIOR TO THE END OF EACH YEAR OF THE CONTRACT THE CONTRACTOR MAY REQUEST, IN WRITING, A COST ADJUSTMENT TO BE IN EFFECT FOR THE SUBSEQUENT YEARS OF THE CONTRACT. IF A CONTRACTOR FAILS TO REQUEST A PRICE ADJUSTMENT 30 DAYS PRIOR TO THE ADJUSTMENT DATE, THE ADJUSTMENT WILL BE EFFECTIVE 30 DAYS AFTER THE STATE RECEIVES THEIR WRITTEN REQUEST.


PRICE REDUCTIONS MAY BE SUBMITTED BY THE CONTRACTOR AT ANY TIME DURING THE TERM OF THE CONTRACT AND WILL BECOME EFFECTIVE IMMEDIATELY.

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 PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED ON EACH PURCHASE ORDER. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET. CONTRACTORS FAILING TO PROMPTLY REPLACE MATERIALS LAWFULLY REJECTED SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

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PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.
PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110
OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN
(6) (A) 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;
   (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;
   (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.
    (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC
        INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS
        MATERIALS UNDER THIS CONTRACT.
    B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION
       TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING
       POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO
       ANY STATUTORY OR CHARTER PROVISION.
(7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER
    STATE.

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 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 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

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ENFORCED AGAINST THE STATE OF MARYLAND.

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 BIDDER AND THE DEPARTMENT MAY AGREE.

PAYMENT OF STATE OBLIGATIONS:

BY SUBMITTING A RESPONSE TO THIS SOLICITATION, THE BIDDER AGREES TO ACCEPT PAYMENTS BY ELECTRONIC FUNDS TRANSFER (EFT), CHECK AND/OR MAJOR CREDIT CARD (E.G., VISA, MASTERCARD, ETC.). THERE SHALL BE NO ADDITIONAL FEES FOR PAYMENT BY ANY OF THE METHODS LISTED ABOVE.

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.

TERMINATION FOR DEFAULT:


TERMINATION OF CONVENIENCE:

THE PERFORMANCE OF WORK UNDER THIS CONTRACT MAY BE TERMINATED BY THE STATE IN ACCORDANCE WITH THIS CLAUSE IN WHOLE, OR FROM TIME TO TIME IN
TERMS (cont'd):


FEDERAL FUNDING ACKNOWLEDGEMENT:

THERE ARE PROGRAMMATIC CONDITIONS THAT MAY APPLY TO THE CONTRACT DUE TO FEDERAL FUNDING (SEE ATTACHMENT G).

THERE MAY BE TIMES WHEN THE ENTITIES USING THIS CONTRACT WILL USE FEDERAL FUNDING OR SEEK FEDERAL REIMBURSEMENT. THEREFORE, THE STATE OF MARYLAND EMERGENCY PROCUREMENT CONTRACT ADDENDUM FOR FEDERAL PUBLIC ASSISTANCE OR FEDERAL REIMBURSEMENTS (EXHIBIT 1) SHALL APPLY TO THIS CONTRACT.

PURCHASE ORDERS ISSUED UNDER THIS CONTRACT MAY CONTAIN FEDERAL FUNDS. THE CONDITIONS THAT APPLY TO ALL FEDERAL FUNDS AWARDED BY THE DEPARTMENT ARE CONTAINED IN FEDERAL FUNDS ATTACHMENT G. ANY ADDITIONAL CONDITIONS THAT APPLY TO FEDERALLY-FUNDED PURCHASE ORDERS ISSUED UNDER THIS CONTRACT ARE CONTAINED AS SUPPLEMENTS TO FEDERAL FUNDS ATTACHMENT G AND BIDDERS ARE TO COMPLETE AND SUBMIT THESE ATTACHMENTS WITH THEIR BIDS AS INSTRUCTED IN THE ATTACHMENTS. ACCEPTANCE OF THIS AGREEMENT INDICATES THE BIDDERS INTENT TO COMPLY WITH ALL CONDITIONS, WHICH ARE PART OF THE CONTRACT.


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THE PRECEDENCE OF THE CONTRACTOR WILL BE IDENTIFIED AS PRIMARY CONTRACTOR (1ST), SECONDARY CONTRACTOR (2ND), AND TERTIARY CONTRACTOR (3RD) PER LINE ITEM.

**************************PPE PRODUCTS (SBR)****************************

ITEM: 1

***NO RANKING***
ITEM DESCRIPTION: NITRILE GLOVES
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: VGLOVE EXAM GLOVES
NUMBER OF ITEMS PER PACK: 100
NUMBER OF ITEMS PER CASE: 10
PRICE PER CASE, INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS: $120.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $0.12

ITEM: 2

***PRIMARY CONTRACTOR (1ST)***
ITEM DESCRIPTION: KN95 MASK
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: JINDAO KN95
NUMBER OF ITEMS PER PACK: 50
NUMBER OF ITEMS PER CASE: 10
PRICE PER CASE, INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS: $144.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $0.29

ITEM: 3

***SECONDARY CONTRACTOR (2ND)***
ITEM DESCRIPTION: SHOE/BOOT COVERS (DEVICE CLASS 1)
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: XIANTAO HANK
NUMBER OF ITEMS PER PACK: 100
NUMBER OF ITEMS PER CASE: 5
PRICE PER CASE, INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS: $27.00

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BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE:$0.05

ITEM: 4

***SECONDARY CONTRACTOR (2ND)***
ITEM DESCRIPTION: SURGICAL/BOUFFANT CAPS
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: XIANTAO HANK
NUMBER OF ITEMS PER PACK: 100
NUMBER OF ITEMS PER CASE: 5
PRICE PER CASE, INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS: $31.50
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE:$0.06

PPE PRODUCTS

ITEM: 1

***NO RANKING***
ITEM DESCRIPTION: NITRILE GLOVES
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: VGLOVE EXAM GLOVES
NUMBER OF ITEMS PER PACK: 100
NUMBER OF ITEMS PER CASE: 10
PRICE PER CASE, INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS: $120.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE:$0.12

ITEM: 2

***PRIMARY CONTRACTOR (1ST)***
ITEM DESCRIPTION: KN95 MASK
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: JINDAO KN95
NUMBER OF ITEMS PER PACK: 50
NUMBER OF ITEMS PER CASE: 10
PRICE PER CASE, INCLUDING SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS: $144.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING

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TERMS (cont'd):

SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $0.29

ITEM: 3

***SECONDARY CONTRACTOR (2ND)***
ITEM DESCRIPTION: SHOE/BOOT COVERS (DEVICE CLASS 1)
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: XIANTAO HANK
NUMBER OF ITEMS PER PACK: 100
NUMBER OF ITEMS PER CASE: 5
PRICE PER CASE, INCLUDING SHIPPING COSTS
DELIVERY WITHIN 45 CALENDAR DAYS: $27.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING
SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $0.05

ITEM: 4

***FIFTH CONTRACTOR (5TH)***
ITEM DESCRIPTION: ISOLATION GOWN LEVEL III - DISPOSABLE
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: ZBIG
NUMBER OF ITEMS PER PACK: 10
NUMBER OF ITEMS PER CASE: 150
PRICE PER CASE, INCLUDING SHIPPING COSTS,
DELIVERY WITHIN 45 CALENDAR DAYS: $267.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING
SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $1.78

ITEM NUMBER: 5

***FOURTH CONTRACTOR (4TH)***
ITEM DESCRIPTION: ISOLATION GOWN LEVEL I—DISPOSAL
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: ZBIG
NUMBER OF ITEMS PER PACK: 10
NUMBER OF ITEMS PER CASE: 15
PRICE PER CASE, INCLUDING SHIPPING COSTS
DELIVERY WITHIN 45 CALENDAR DAYS: $170.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING
SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $1.13

ITEM NUMBER: 6

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TERMS (cont’d):

***SECONDARY CONTRACTOR (2ND)***
ITEM DESCRIPTION: SHOE/BOOT COVERS (DEVICE CLASS 1)
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: XIANTAO HANK
NUMBER OF ITEMS PER PACK: 100
NUMBER OF ITEMS PER CASE: 5
PRICE PER CASE, INCLUDING SHIPPING COSTS
DELIVERY WITHIN 45 CALENDAR DAYS: $27.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING SHIPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $0.05

ITEM NUMBER: 7

***TERTIARY CONTRACTOR (3RD)***
ITEM DESCRIPTION: N95 MASK (NIOSH APPROVED)
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: HARLEY L-288 N95
NUMBER OF ITEMS PER PACK: 20
NUMBER OF ITEMS PER CASE: 10
PRICE PER CASE, INCLUDING SHIPPING COSTS
DELIVERY WITHIN 45 CALENDAR DAYS: $540.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING SHIPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $2.70

ITEM NUMBER: 8

***TERTIARY CONTRACTOR (3RD)***
ITEM DESCRIPTION: N95 MASK (INDUSTRIAL GRADE)
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: HARLEY L-188 N95
NUMBER OF ITEMS PER PACK: 20
NUMBER OF ITEMS PER CASE: 10
PRICE PER CASE, INCLUDING SHIPPING COSTS
DELIVERY WITHIN 45 CALENDAR DAYS: $450.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING SHIPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $2.25

ITEM NUMBER: 9

***TERTIARY CONTRACTOR (3RD)***
ITEM DESCRIPTION: SURGICAL MASK LEVEL III
UNIT OF MEASURE: EA

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MANUFACTURER AND PRODUCT NUMBER: XIANTAO HANK
NUMBER OF ITEMS PER PACK: 50
NUMBER OF ITEMS PER CASE: 40
PRICE PER CASE, INCLUDING SHIPPING COSTS
DELIVERY WITHIN 45 CALENDAR DAYS: $300.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING
SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $.15

ITEM NUMBER: 10

ITEM DESCRIPTION: ISOLATION GOWN LEVEL II (DISPOSABLE)
UNIT OF MEASURE: EA
MANUFACTURER AND PRODUCT NUMBER: ZBIG
NUMBER OF ITEMS PER PACK: 10
NUMBER OF ITEMS PER CASE: 15
PRICE PER CASE, INCLUDING SHIPPING COSTS
DELIVERY WITHIN 45 CALENDAR DAYS: $207.00
BASIS FOR AWARD—UNIT PRICE PER EACH ITEM INCLUDING
SHIPPING COSTS, DELIVERY WITHIN 45 CALENDAR DAYS
UNIT PRICE: $1.38