

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600297

PRINT DATE: 06/07/21

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: RUDOLPHS OFFICE & COMPUTER SUPPLY INC 6610 AMBERTON DR STE 400 ELKRIDGE, MD 21075 (410)931-4150	REFER QUESTIONS TO: MIKE MYERS (410)767-4600 MIKE.MYERS@MARYLAND.GOV	
ITB:	EXPR DATE: 05/31/24 POST DATE: 03/03/20	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.

STATEWIDE CONTRACT: OFFICE SUPPLIES, RELATED PRODUCTS AND SERVICES.

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA):
OMNIA RFP # 19-03, MASTER AGREEMENT # R190301

MODIFICATION #1: CHANGED THE "N" TO "Y" IN THE ALLOW REF FIELD ON THE BPO HEADER (2342) SCREEN.

TERM: MARCH 1, 2020 THROUGH MAY 31, 2024; WITH THE OPTION TO RENEW FOR FIVE (5) ADDITIONAL ONE-YEAR PERIODS THROUGH MAY 31, 2029

* RENEWALS WILL BE BASED ON IF IT IS IN THE BEST INTEREST OF THE STATE OF MARYLAND.

* VENDOR TO SUPPLY OFFICE SUPPLIES, RELATED PRODUCTS AND SERVICES FOR THE STATE OF MARYLAND, AGENCIES, LOCAL GOVERNMENTS AND OTHER ENTITIES AUTHORIZED BY LAW TO PURCHASE UNDER THE CONTRACT ACCORDING TO THE OMNIA/EPIC BUSINESS ESSENTIALS (EPIC) MASTER AGREEMENT # R190301 FOR OFFICE SUPPLIES, RELATED PRODUCTS AND SERVICES.

* THIS IS A INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) STATEWIDE CONTRACT FOR OFFICE SUPPLIES, RELATED PRODUCTS AND SERVICES.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600297

PRINT DATE: 06/07/21

PAGE: 02

TERMS (cont'd):

VENDOR CONTACT:

SANDY SEXTON
CONTRACT SPECIALIST
RUDOLPH S OFFICE & COMPUTER SUPPLY
OFFICE # (410) 931-4150
SSEXTON@RUDOLPHSUPPLY.COM
WWW.RUDOLPHSUPPLY.COM

TERMINATION FOR 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 PART, WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE WILL PAY ALL REASONABLE COSTS ASSOCIATED WITH THIS CONTRACT THAT THE CONTRACTOR HAS INCURRED UP TO THE DATE OF TERMINATION AND ALL REASONABLE COSTS ASSOCIATED WITH TERMINATION OF THE CONTRACT. HOWEVER, THE CONTRACTOR SHALL NOT BE REIMBURSE FOR ANY ANTICIPATORY PROFITS THAT HAVE NOT BEEN EARNED UP TO THE DATE OF TERMINATION. TERMINATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.12A(2).

TERMINATION FOR DEFAULT:

IF THE CONTRACTOR FAILS TO FULFILL ITS OBLIGATION UNDER THIS CONTRACT PROPERLY AND ON TIME, OR OTHERWISE VIOLATES ANY PROVISION OF THE CONTRACT, THE STATE MAY TERMINATE THE CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR. THE NOTICE SHALL SPECIFY THE ACTS OR OMISSIONS RELIED UPON AS CAUSE FOR TERMINATION. ALL FINISHED OR UNFINISHED WORK PROVIDED BY THE CONTRACTOR SHALL, AT THE STATE'S OPTION, BECOME THE STATE'S PROPERTY. THE STATE SHALL PAY THE CONTRACTOR FAIR AND EQUITABLE COMPENSATION FOR SATISFACTORY PERFORMANCE PRIOR TO RECEIPT OF NOTICE OF TERMINATION, LESS THE AMOUNT OF DAMAGES CAUSED BY CONTRACTOR'S BREACH. IF THE DAMAGES ARE MORE THAN THE COMPENSATION PAYABLE TO THE CONTRACTOR, THE CONTRACTOR WILL REMAIN LIABLE AFTER TERMINATION AND THE STATE CAN AFFIRMATIVELY COLLECT DAMAGES. TERMINATION HEREUNDER, INCLUDING THE DETERMINATION OF THE RIGHTS AND OBLIGATIONS OF THE PARTIES, SHALL BE GOVERNED BY THE PROVISIONS OF COMAR 21.07.01.11B.

* MARYLAND LAW PREVAILS:

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

* MARYLAND'S GREEN PURCHASING REPORTING REQUIREMENTS:

THE STATE OF MARYLAND RESERVES THE RIGHT TO REQUEST FROM THE CONTRACTOR QUARTERLY SALES DATA OVER THE LIFE OF THIS CONTRACT. THIS

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600297

PRINT DATE: 06/07/21

PAGE: 03

TERMS (cont'd):

INFORMATION MUST INCLUDE DETAILS ABOUT THE RECYCLED CONTENT, THIRD-PARTY SUSTAINABILITY CERTIFICATIONS, AND OTHER ENVIRONMENTAL ATTRIBUTES OF PRODUCTS AND SERVICES SOLD ON THIS PRICE AGREEMENT PER THE CONTRACT SPECIFICATIONS.

THIS INFORMATION WILL ENABLE MARYLAND STATE AGENCIES TO COMPLY WITH ARTICLE §14-405 OF THE ANNOTATED CODE OF MARYLAND AND COMAR 21.13.01.14, EFFECTIVE OCTOBER 1, 2014, WHICH REQUIRES MARYLAND STATE AGENCIES TO REPORT TO THE DEPARTMENT OF GENERAL SERVICES ON THEIR PROCUREMENT OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES. TO FACILITATE CONSISTENT REPORTING ON TARGETED CONTRACTS, THE CONTRACTOR WILL BE PROVIDED WITH A VENDOR GREEN SALES REPORT TEMPLATE FROM THE GREEN PURCHASING COMMITTEE (GPC), THE OFFICE OF STATE PROCUREMENT (OSP) OR THE DEPARTMENT OF GENERAL SERVICES (DGS).

* THIS REGION 4 EDUCATION SERVICE CENTER (EPIC / OMNIA) BID SOLICITATION # 019-03 CONTRACT MAY BE USED BY ALL STATE AGENCIES, INSTITUTIONS OF HIGHER INSTITUTION, POLITICAL SUBDIVISIONS AND OTHER ENTITIES AUTHORIZED TO USE STATEWIDE CONTRACTS IN THE STATE OF MARYLAND. ISSUES OF INTERPRETATION AND ELIGIBILITY FOR PARTICIPATION ARE SOLELY WITHIN THE AUTHORITY OF THE STATE CHIEF PROCUREMENT OFFICIAL. .

* PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS. 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

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

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600297

PRINT DATE: 06/07/21

PAGE: 04

TERMS (cont'd):

(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 PURCHASING 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; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

* ORDERS: ANY ORDER PLACED BY A PARTICIPATING ENTITY OR PURCHASING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE FROM THIS MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE IN WRITING THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

* THE BLANKET PURCHASE ORDER AND PRODUCT PRICELISTS ARE LOCATED AT PROCUREMENT.MD.GOV, OR AT THE OFFICE OF STATE PROCUREMENT (OSP), OR THE DEPARTMENT OF GENERAL SERVICES (DGS) WEBSITES.

* PER THE MASTER CONTRACT, THIS CONTRACT INCLUDES FIXED PRICING FOR 12,000+ ITEMS, 500 ITEM HOT LIST, CUSTOMIZED MARKET BASKET / CORE AND NON-CORE LISTS, AND OPTIONAL REBATE CONSIDERATIONS.

* CORE LIST (MARKET BASKET) CHANGES ARE TYPICALLY PROCESSED ON OR AROUND APRIL 1ST AND OCTOBER 1ST, AND NON-CORE ITEMS ARE ADJUSTED QUARTERLY (ON OR AROUND JANUARY 1ST, APRIL 1ST, JULY 1ST, OCTOBER 1ST). THE ON-LINE CATALOG IS REGULARLY UPDATES AS CHANGES OCCUR AND INCLUDES LINS TO PRODUCT SPECTS AND OTHER PRODUCT INFORMATION.

* VENDORS MUST SUBMIT REQUIRED PRICELISTS TO THE OFFICE OF STATE PROCUREMENT FOR UPLOADING TO OSP/DGS WEBSITES.

* ALL PURCHASE ORDERS (PO) ISSUED BY PURCHASING ENTITIES WITHIN THE JURISDICTION OF THIS ADDENDUM MUST INCLUDE THE FOLLOWING (1) MANDATORY LANGUAGE:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600297

PRINT DATE: 06/07/21

PAGE: 05

TERMS (cont'd):

REGION 4 EDUCATION SERVICE CENTER (EPIC / OMNIA) BID SOLICITATION # 019-03, AND THE STATE OF MARYLAND CONTRACT/BLANKET PURCHASE ORDER (BPO EXAMPLE: 001B0600297).

* ELECTRONIC TRANSACTION FEE:

A. 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.

B. 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, 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.

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

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

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600297

PRINT DATE: 06/07/21

PAGE: 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
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OFFICE SUPPLIES, GENERAL (NOT OTHERWISE CLASSIFIED)

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE