

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600243

PRINT DATE: 05/05/23

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: PROCURE AMERICA 31103 RANCHO VIEJO RD #D2102 SAN JUAN CAPISTRANO, CA 92675 (949)388-2686	REFER QUESTIONS TO: OLUWAKEMI AKINWALE (410)767-4612 OLUWAKIM.ADESINA@MARYLAND.GOV	
ITB:	EXPR DATE: 06/24/24 POST DATE: 01/24/20	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: COST RECOVERY AND REDUCTION SERVICES *

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA):
COUNTY OF ORANGE, CALIFORNIA, AGREEMENT # RCA-017-19010018

* TERM: JANUARY 21, 2020 - JUNE 24, 2024
* RENEWAL OPTIONS: NO RENEWAL OPTIONS

*THIS MASTER AGREEMENT MAY BE USED BY ALL STATE AGENCIES, INSTITUTIONS OF HIGHER EDUCATION, 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.

*THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA). THE ARE NO RENEWAL OPTIONS.

PRIMARY VENDOR CONTACT:

FRED ARMENDARIZ
(949)388-2686
F.ARMENDARIZ@PROCUREAMERICA.ORG

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TERMS (cont'd):

SECONDARY VENDOR CONTACT:
CHRISTI DEVERIAN
(949) 547-3020
C.DEVERIAN@PROCUREAMERICA.ORG

PROCURE AMERICA (PA) WILL PROVIDE THE STATE OF MARYLAND WITH COST RECOVERY AND COST REDUCTION SERVICES FOR THE PURPOSE OF OBTAINING COST SAVINGS/REFUNDS RELATED TO UTILITY BILLING INVOICES.

PA SHALL REVIEW AND AUDIT APPLICABLE BILLING RATES AND CHARGES AMONGST STATE OF MARYLAND UTILITY ACCOUNTS IN ORDER TO RECOVER OVERPAYMENTS, INCLUDING TAXES, AND TO CORRECT BILLING RATES. THIS CONTRACT IS 100% CONTINGENCY BASED.

THE REVENUE SHARE TO PA IS 30% OF ALL AMOUNTS REFUNDED OR CREDITED, AND 30% OF ANY ACTUAL REALIZED SAVINGS FOR, CORRECTED BILLING RATES FOR 60 MONTHS, MEASURED BY THE DIFFERENCE BETWEEN THE AGREED UPON ESTABLISHED RATES AND THE STATE OF MARYLAND'S NEW COSTS AS SET FORTH IN PA'S FINDINGS REPORT.

CONTACT THE OFFICE OF STATE PROCUREMENT FOR STATE OF MARYLAND TERMS AND CONDITIONS, MANDATORY AFFIDAVITS, PARTICIPATING ADDENDUM, AND OTHER CONTRACT DOCUMENTS.

THE CONTRACT'S PRICING MEETS THE REQUIREMENTS OF THE ICPA UNDER COMAR 21.05.09.01B (2) (A).

COMMERCIAL GENERAL LIABILITY, AUTO, WORKERS COMPENSATION, & PROFESSIONAL LIABILITY INSURANCE POLICIES ARE REQUIRED, PER THE TERMS AND CONDITIONS OF THE CONTRACT.

COMPLIANCE WITH LAWS:

THE CONTRACTOR HEREBY REPRESENTS AND WARRANTS THAT:

A. IT IS QUALIFIED TO DO BUSINESS IN THE STATE OF MARYLAND AND THAT IT WILL TAKE SUCH ACTION AS, FROM TIME TO TIME HEREAFTER, MAY BE NECESSARY TO REMAIN SO QUALIFIED;

B. IT IS NOT IN ARREARS WITH RESPECT TO THE PAYMENT OF ANY MONIES DUE

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TERMS (cont'd):

AND OWING THE STATE OF MARYLAND, OR ANY DEPARTMENT OR UNIT THEREOF, INCLUDING BUT NOT LIMITED TO THE PAYMENT OF TAXES AND EMPLOYEE BENEFITS, AND THAT IT SHALL NOT BECOME SO IN ARREARS DURING THE TERM OF THIS CONTRACT;

C. IT SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES APPLICABLE TO ITS ACTIVITIES AND OBLIGATIONS UNDER THIS CONTRACT; AND

D. IT SHALL OBTAIN, AT ITS EXPENSE, ALL LICENSES, PERMITS, INSURANCE, AND GOVERNMENTAL APPROVALS, IF ANY, NECESSARY TO THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT.

PAYMENT TERMS: NET 30

FOB: DESTINATION

THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM QUANTITY THROUGH THE CONTRACT PERIOD. ORDERS AS REQUIRED WILL BE PLACED DIRECT TO SUPPLIER BY THE USING AUTHORITIES.

TERMINATION FOR CONVENIENCE:

UPON WRITTEN NOTICE TO THE CONTRACTOR, THE STATE MAY TERMINATE THIS CONTRACT, IN WHOLE OR IN PART WHENEVER THE STATE SHALL DETERMINE THAT SUCH TERMINATION IS IN THE BEST INTEREST OF THE STATE. THE STATE SHALL PAY ALL REASONABLE COSTS INCURRED UP TO THE DATE OF TERMINATION AND ALL REASONABLE COSTS ASSOCIATED WITH TERMINATION OF THE CONTRACT. HOWEVER, THE CONTRACTOR MAY NOT BE REIMBURSED FOR ANTICIPATORY PROFITS.

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:

WHEN THE CONTRACTOR HAS NOT PERFORMED OR HAS UNSATISFACTORILY PERFORMED THE CONTRACT, PAYMENT SHALL BE WITHHELD AT THE DISCRETION OF THE STATE. FAILURE ON THE PART OF A CONTRACTOR TO FULFILL CONTRACTUAL OBLIGATIONS SHALL BE CONSIDERED JUST CAUSE FOR TERMINATION OF THE CONTRACT AND THE CONTRACTOR IS NOT ENTITLED TO RECOVER ANY COSTS INCURRED BY THE CONTRACTOR 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 21.07.01.11B.

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TERMS (cont'd):

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

0002 91016-EPSERV LT

ENERGY PERFORMANCE SERVICE CONTRACT

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE