

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B2600365

PRINT DATE: 02/03/22

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: MARYLAND CORRECTIONAL ENTERPRISES 7275 WATERLOO RD JESSUP, MD 20794 (410)540-5403	REFER QUESTIONS TO: DAVID RENFRO (410)767-7064 DAVID.RENFRO@MARYLAND.GOV	
ITB:	EXPR DATE: 05/12/27 POST DATE: 01/26/22	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.

THIS CONTRACT COVERS CATELOG PURCHASES, CUSTOM ORDERS AND REMOVAL AND DISPSAL OF SURPLUS PROPERTY. THE CONTRACT PERIOD IS FIVE (5) YEARS STARTING MAY 12, 2022, THROUGH MAY 11, 2027.

VENDOR CONTACT: NICOLE COPELAND
EMAIL: NICOLE.COPELAND@MARYLAND.GOV
PHONE: 410-540-6406

- .
A. THIS CONTRACT COMPLIES WITH COMAR 21.11.05 AND STATE FINANCE AND PROCIUREMENT ARTICLE 14-101 THROUGH 14-108.
.
- B. PURSUANT TO CORRECTIONAL SERVICES ARTICLE 3-515, A UNIT OF STATE GOVERNMENT SHALL PURCHASE FROM MARYLAND CONRRECTIONAL ENTERPRISES (MCE) ANY GOODS OR SERVICES THAT ARE AVAILABLE FROM MCE AND THAT MCE CAN PROVIDE AT A PRICE NOT EXCEEDING THE PREVAILING MARKET PRICE AS DETERMINED BY THE DEPARTMENT OF GENERAL SERVICES (DGS).
- C. AS PROVIDED IN CORRECTIONAL SERVICES ARTICLE, SECTION 3-515, IF MCE IS UNABLE TO PROVIDE ANY OF THE GOODS AND SERVICES UNDER THE CONTRACT, MCE SHALL NOTIFY THE CONTRACTING UNIT SO THAT APPROPRIATE ALTERNATIVE ACTION MAY BE TAKEN TO MEET THE NEEDS OF THE UNITS OF STATE GOVERNMENT FOR WHICH THE CONTRACTING UNIT PROCURES GOODS AND SERVICES. MCE SHALL PROVIDE WRITTEN RELINQUISHMENT OF ITS STATUTORY PREFERENCE

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TERMS (cont'd):

IF IT IS UNABLE TO PROVIDE A GOOD OR SERVICE UNDER THIS CONTRACT.

- D. WITH THE EXCEPTION OF CUSTOM ORDERED FURNITURE, ALL DELIVERIES MUST BE COMPLETED WITHIN NINETY (90) DAYS UNLESS OTHERWISE STATED IN THE PRICE QUOTE.
- E. ORDERS WILL BE PLACED DIRECTLY WITH MCE BY INDIVIDUAL AGENCIES INDICATING DELIVERY AND BILLING INSTRUCTIONS.
- F. FOR PURCHASES MADE AGAINST THIS CONTRACT, MCE SHALL ACCEPT THE STATE OF MARYLAND'S CORPORATE PURCHASING CARD. PURCHASES MADE WITH THE STATE OF MARYLAND CORPORAION PURCHASING CARD SHALL BE INCLUDED IN ALL REPORTS REQUESTED BY DGS.
- G. PURSUANT TO CORRECTIONAL SERVICES ARTICLE, SECTIUONS 3-511 AND 3-315, THE FOLLOWING ENTITIES MAY PURCHASE GOODS AND SERVICES UNDER THIS CONTRACT:
- (1) UNITS OF STATE GOVERNEMNT;
 - (2) POLITICAL SUBDIVISIONS OF THE STATE;
 - (3) UNITS OF FEDERAL GOVERNMENT;
 - (4) UNITS OF OTHER STATES;
 - (5) POLITICAL SUBDIVISIONS OF OTHER STATES;
 - (6) CHARITABLE, CIVIC, EDUCATIONAL, FRATERNAL, OR RELIGIOUS AGENCY, ASSOCIATION, OR INSTITUION FOR ITS OWN USE AND NOT FOR RESALE WITHIN ONE (1) YEAR OF PURCHASE.
 - (7) A PERSON FOR NATIONAL DEFENSE PURPOSES IF NOT PROHIBITED BY AN ACT OF CONGRESS; OR
 - (8) A CONTRACTOR OR SUBCONTRACTOR IN PERFORMANCE OF A CONTRACT WITH A UNIT OF STATE GOVERNMENT OR ANY OTHER GOVERNMENTAL UNIT IN THE STATE.
- H. MCE SHALL SUBMIT A REPORT DELAILITN THE PURCHASES OF ALL ITEMS ON THE CONTRACT UPON REQUEST OF DGS. FORMAT SHALL BE AT MCE'S OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN SEVEN (7) DAYS AFTER THE REQUEST. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD.
- (1) THE STATE OF MARYLAND REQUIRES MCE TO PLACE ITS CATALOG ON ALL APPROPRIATE WEBSITES AS DESIGNATED BY DGS.
 - (2) CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE

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TERMS (cont'd):

- IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING 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.
- (3) THE PROCESSING FEE SHALL BE SUBMITTED TO THE 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 TO DGS.ACCOUNTSPAYABLE@MARYLAND.GOV AND TO DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.
 - (4) FAILURE TO REMIT PROCESSING 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 \$5,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

I. ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR F THE STATE OF MARYLAND:

- (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY;
- (2) SHALL NOT CONSTITUTE A PURCHASE FROM OR CONTRACT WITH THE STATE OF MARYLAND OR A UNIT OR AGENCY THEREOF;
- (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES;
- (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER; AND
- (5) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT AN ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND.

J. THE MCE ON-LINE CATALOG IS INCORPORATED HEREIN BY REFERENCE.

K. THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" IS INCORPORATED HEREIN BY REFERENCE. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES.

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TERMS (cont'd):

FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT. PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE AND/OR BIODEGRADABLE MATERIALS.

L. ALL GOODS AND SERVICES AVAILABLE FROM MCE ON-LINE CATALOG. CUSTOM ITEM PRICES ARE AVAILABLE VIA QUOTE FROM MCE. THIS CATALOG REPRESENTS THE MCE MASTER LIST. ALL PRICES HAVE BEEN APPROVED BY DGS WHICH IS THE PRICING AUTHORITY FOR MCE.

MCE SURPLUS REMOVAL AND DISPOSAL RATES EFFECTIVE (MAY 12, 2022)

ALL SURPLUS PROPERTY PICK-UPS MUST BE QUOTED BY AN MCE WAREHOUSE MANAGER PRIOR TO ACCEPTING A PURCHASE ORDER. ACTUAL QUOTES PROVIDED WILL REFLECT THE AMOUNT OF LABOR, VEHICLES, AND DISPOSAL REQUIREMENTS TO COMPLETE THE DISPOSAL, BUT ESTIMATED COSTS ARE PROVIDED BELOW:

MCE SURPLUS REMOVAL AND DISPOSAL RATES, \$85/PER HOUR
-APPROXIMATELY \$170 FOR 15 ITEMS OR LESS PLUS FEES
-APPROXIMATELY \$340 FOR 15 ITEMS OR MORE PLUS
(APPROXIMATELY 4 HOURS LABOR TO INCLUDE 1 SUPERVISOR
AND 2 LABORERS)

DISPOSAL FEES:

\$125 FOR 15 ITEMS OR LESS
\$250 FOR 15 ITEMS OR MORE (APPROX 20' TRAILER LOAD)
\$500 FOR 40' TRAILER LOAD

MCE RATES FOR LABOR / VEHICLES

LABOR: \$85 PER HOUR (1 SUPERVISOR AND 2 INMATES)
VEHICLE: \$60 PER DAY OPERATING COST EXPENSES

CONTACT: DEREK HADLEY, MCE CENTRAL WAREHOUSE MANAGER
SERVICE LOCATIONS: BALTIMORE COUNTY, BALTIMORE CITY, HOWARD,
MONTGOMERY, ANNE ARUNDEL, PRINCE GEORGES, CALVERT, CHARLES,
ST. MARY'S, HARFORD, CECIL, KENT, QUEEN ANNE, CAROLINE,
TALBOT, DORCHESTER, WICOMICO, AND SOMERSET.

PHONE: 410-540-5476

EMAIL: DEREK.HADLEY@MARYLAND.GOV

CONTACT: RICKY ROWE, MCE WESTERN REGION WAREHOUSE MANAGER
SERVICE LOCATIONS: CARROLL, FREDERICK, WASHINGTON, ALLEGANY,
AND GARRETT

EMAIL: RICKY.ROWE@MARYLAND.GOV

PHONE: 240-420-1232 |

FAX: 301-745-1504

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TERMS (cont'd):

RETAIN FOR FUTURE REFERENCE.

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MCE COMMODITIES MISCELLANEOUS

ALL GOODS AVAILABLE FROM MARYLAND CORRECTIONAL ENTERPRISES. UNIT COSTS ARE AS STATED IN THE MCE ONLINE CATALOG. CUSTOM ITEM PRICES ARE AVAILABLE VIA QUOTE FROM MCE.

0005 95200 EA

MCE SERVICES MISCELLANEOUS

ALL SERVICES AVAILABLE FROM MARYLAND CORRECTIONAL ENTERPRISES. UNIT COSTS ARE AS STATED IN THE MCE ONLINE CATALOG. CUSTOM ITEM PRICES ARE AVAILABLE VIA QUOTE FROM MCE.

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE