

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B4400629

**PRINT DATE:** 10/31/15

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> SALAM INTERNATIONAL INC PO BOX 6847  LAGUNA NIGUEL, CA (800 )947-1104	<b>REFER QUESTIONS TO:</b>  VANESSA A WILLIAMS (410 )767-8855 VANESSA.WILLIAMS@MARYLAND.GOV	
<b>ITB:</b> 001IT819519	<b>EXPR DATE:</b> 06/30/18 <b>POST DATE:</b> 06/25/14	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> 48,093.00

### 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.

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AGENCY CONTRACT FOR

ADULT BODY BAGS

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DESIGNATED AGENCY: STATE ANATOMY BOARD

AGENCY CONTACT: MARY ANGEL (410) 706-3133  
MANGEL@SOM.UMARYLAND.EDU

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VENDOR: SALAM INTERNATIONAL, INC.

VENDOR FEIN: 33-0727513

VENDOR PHONE#: (949) 699-3663

VENDOR CONTACT: OLGA HARRIGAN, MANAGER  
OLGASALAMINT@AOL.COM

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SCOPE OF CONTRACT: THIS IS A REQUIREMENTS CONTRACT TO FURNISH ADULT

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B4400629

**PRINT DATE:** 10/31/15

**PAGE:** 02

### TERMS (cont'd):

BODY BAGS FOR THE MARYLAND DEPARTMENT OF HEALTH AND MENTAL HYGIENE -  
STATE ANATOMY BOARD.

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CONTRACT PERIOD: JULY 1, 2014 THROUGH JUNE 30, 2018, THREE (3) YEARS  
WITH NO RENEWAL OPTIONS UNDER THE SAME TERMS, CONDITIONS, AND PRICING  
WITH THE WRITTEN CONSENT OF THE AGENCY, THE VENDOR, AND THE  
DEPARTMENT OF GENERAL SERVICES.

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PRICE ESCALATION: THIS IS A FIRM FIXED PRICE CONTRACT WITH NO PRICE  
ESCALATION ALLOWED. HOWEVER, IN THE EVENT OF ANY SUCH DECREASE IN  
PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND  
WILL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

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CONTRACT TERMINATION: CONTRACTS WILL REMAIN IN EFFECT FOR THE TIME  
PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE  
STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE  
UPON THIRTY (30) DAYS WRITTEN NOTICE.

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BASIS OF AWARD: THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE  
SEALED BID. THE AWARD WAS TO THE LOWEST RESPONSIVE AND RESPONSIBLE  
VENDOR FOR A LOT AWARD (ALL OR NOTHING). ALL LINES MUST BE BID.

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USAGE REPORT: A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL VENDOR  
EVERY SIX (6) MONTHS 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.

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BILLING: CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION ON ALL IN  
VOICES; NAME OF COMPANY, ADDRESS, INCLUDING 9 DIGIT ZIP CODE, FEIN  
NUMBER, A CONTACT NAME AND PHONE NUMBER (INCLUDING TOLL FREE) FOR  
FOR PLACING ORDERS. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B4400629

PRINT DATE: 10/31/15

PAGE: 03

TERMS (cont'd):

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ORDERING: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. ORDERS WILL BE PLACED ON AN AS-NEEDED BASIS WITH THE VENDOR. PRICING INCLUDES ALL SHIPPING CHARGES TO DESTINATION (F.O.B.) FREIGHT PREPAID.

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TAXES: ARTICLES CONTAINED HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION CERTIFICATE 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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OPEN MARKET CLAUSE: ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF OF THE CONTRACTED PRICE.

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CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) IS ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819519 / MDDGS31014610) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

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NONDISCRIMINATION: AS A CONDITION OF ENTERING INTO THIS AGREEMENT CONTRACTOR REPRESENTS AND WARRANTS THAT IT WILL COMPLY WITH THE THE STATE'S COMMERCIAL NONDISCRIMINATION POLICY AS DESCRIBED UNDER STATE FINANCE AND PROCUREMENT ARTICLE, TITLE 19, ANNOTATED CODE OF MARYLAND. AS PART OF THIS COMPLIANCE, CONTRACTOR MAY NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, ANCESTRY OR NATIONALITY, SEX, AGE, MARITAL STATUS, SEXUAL ORIENTATION, OR DISABILITY OR OTHER UNLAWFUL FORMS OF DISCRIMINATION IN THE SOLICITATION, HIRING, OR COMMERCIAL TREATMENT OF SUBCONTRACTORS, VENDORS, SUPPLIERS, OR COMMERCIAL CUSTOMERS, NOR SHALL CONTRACTOR

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# BLANKET PURCHASE ORDER

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BPO NO: 001B4400629

PRINT DATE: 10/31/15

PAGE: 04

### TERMS (cont'd):

RETALIATE AGAINST ANY PERSON FOR REPORTING INSTANCES OF SUCH DISCRIMINATION. CONTRACTOR SHALL PROVIDE EQUAL OPPORTUNITY FOR SUBCONTRACTORS, VENDORS, AND SUPPLIERS TO PARTICIPATE IN ALL OF ITS PUBLIC SECTOR AND PRIVATE SECTOR SUBCONTRACTING AND SUPPLY OPPORTUNITIES PROVIDED THAT THIS CLAUSE DOES NOT PROHIBIT OR LIMIT LAWFUL EFFORTS TO REMEDY THE EFFECTS OF MARKETPLACE DISCRIMINATION THAT HAVE OCCURRED OR ARE OCCURRING IN THE MARKETPLACE. CONTRACTOR UNDERSTANDS THAT A MATERIAL VIOLATION OF THIS CLAUSE SHALL BE CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT AND MAY RESULT IN TERMINATION OF THIS AGREEMENT, DISQUALIFICATION OF CONTRACTOR FROM PARTICIPATING IN STATE CONTRACTS, OR OTHER SANCTIONS. THIS CLAUSE IS NOT ENFORCEABLE BY OR FOR THE BENEFIT OF, AND CREATES NO OBLIGATION TO, ANY THIRD PARTY.

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0001            47573-130350            EA            6.9700

SZ8HB-ADULT, 8 ML, HIGH DENSITY, VINYL #8  
2 WAY INTERLOCKING STRAIGHT CENTER ZIPPER  
STANDING ORDER - DEPARTMENT OF RELEASE ON AS NEEDED BASIS  
\*TRANSPORTATION TO BE INCLUDED  
CONTRACT TO BEGIN 7-1-14 THROUGH 6-30-18  
A SAMPLE BAG IS REQUIRED TO BE SENT TO:  
STATE ANATOMY BOARD  
655 W BALTIMORE ST - ROOM B-026  
BALTIMORE, JMD 21201  
ATTN: MARY ANGEL - 410-706-3313

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END OF ITEM LIST

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE