

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400137

PRINT DATE: 10/31/15

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: PERKINELMER LAS INC 710 BRIDGEPORT AVE SHELTON, CT 06484 (800)762-4000	REFER QUESTIONS TO: IRIS LESTER (410)767-4612 IRIS.LESTER@MARYLAND.GOV
ITB:	EXPR DATE: 10/01/18 POST DATE: 09/24/15 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.

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGENE (DHMH)
AGENCY CONTRACT

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

VENDOR CONTACT INFORMATION: PERKIN ELMER
800.321.9632
PAUL.VETTER@PERKINELMER.COM

DHMH AGENCY CONTACT INFORMATION: HITEN DHOLAKIA
410.767.6161

CONTRACT PERIOD: THREE (3) YEARS FROM DATE OF AWARD WITH ONE (1) THREE (3) YEAR RENEWAL OPTION.

CONTRACT PERIOD: OCTOBER 01,2015 - OCTOBER 01, 2018.

THIS CONTRACT IS FOR THE DEPARTMENT OF HEALTH AND MENTAL HYGENE (DHMH).

REQUIREMENTS OF CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR THE SPECIFIED ITEM(S) FOR THE CONTRACT PERIOD OF THREE (3) YEARS.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400137

PRINT DATE: 10/31/15

PAGE: 02

TERMS (cont'd):

THE STATE HAS THE UNILATERAL OPTION TO RENEW THIS CONTRACT FOR ONE (1) ADDITIONAL THREE (3) YEAR PERIOD WITH THE SAME TERMS AND CONDITIONS. RENEWAL OPTION IS AT THE DISCRETION OF THE STATE; THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

THIS IS A FIXED-PRICE CONTRACT WITH PRICE ADJUSTMENT THAT PROVIDES FOR VARIATION IN THE CONTRACT PRICE UNDER SPECIAL CONDITIONS DEFINED IN THE CONTRACT, OTHER THAN CUSTOMARY PROVISIONS AUTHORIZING PRICE ADJUSTMENTS DUE TO MODIFICATIONS.

QUANTITIES STATED ARE AN ESTIMATE ONLY, AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THERE ARE NO MINIMUM ORDER REQUIREMENTS FOR ANY UNIFORM ITEM. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE.

PRICING MUST REMAIN THE SAME FOR ADDITIONAL QUANTITIES FOR THE DURATION OF THE CONTRACT. THE CONTRACTOR SHALL KEEP IN INVENTORY A STOCK OF THESE ITEMS.

PRICE ESCALATION/DE-ESCALATION:

NO PRICE INCREASES WILL BE AUTHORIZED FOR 365 CALENDAR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT, PRICE ESCALATION MAY BE PERMITTED ONLY AT THE END OF THIS PERIOD AND ANNUALLY THEREAFTER, AND ONLY WHERE VERIFIED TO THE SATISFACTION OF THE DGS PROCUREMENT OFFICER. HOWEVER, "ACROSS THE BOARD" PRICE DECREASES ARE SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE STATE OF MARYLAND.

PRICE ADJUSTMENTS MAY BE PERMITTED FOR CHANGES IN THE CONTRACTOR'S COST OF MATERIALS ONLY, NOT TO EXCEED 5% OF THE ORIGINAL BID PRICE. AT THE TIME OF EACH RENEWAL, THE CONTRACTOR MAY REQUEST AN INCREASE OF THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE SUBMITTED WITHIN TWO (2) WEEKS OF THE NOTICE FROM THE DGS PROCUREMENT OFFICER OF THE STATE'S INTENT TO EXERCISE THE RENEWAL OPTION. ANY APPROVED PRICE CHANGES WILL BE EFFECTIVE ONLY AT THE BEGINNING OF THE CONTRACT RENEWAL START DATE.

THE CONTRACTOR SHALL DOCUMENT THE AMOUNT AND PROPOSED EFFECTIVE DATE OF ANY GENERAL CHANGE IN THE PRICE OF MATERIALS. DOCUMENTATION SHALL BE SUPPLIED WITH THE CONTRACTOR'S REQUEST FOR INCREASE WHICH WILL: (1) VERIFY THAT THE REQUESTED PRICE INCREASE IS GENERAL IN SCOPE AND NOT

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400137

PRINT DATE: 10/31/15

PAGE: 03

TERMS (cont'd):

APPLICABLE JUST TO THE STATE OF MARYLAND; AND (2) VERIFY THE AMOUNT OR PERCENTAGE OF INCREASE WHICH IS BEING PASSED ON TO THE CONTRACTOR BY THE CONTRACTOR'S SUPPLIERS. THE PURCHASING OFFICE WILL NOTIFY THE USING AGENCIES AND CONTRACTOR IN WRITING OF THE EFFECTIVE DATE OF ANY INCREASE WHICH IT APPROVES. HOWEVER, THE CONTRACTOR SHALL FILL ALL PURCHASE ORDERS RECEIVED PRIOR TO THE EFFECTIVE DATE OF THE PRICE ADJUSTMENT AT THE OLD CONTRACT PRICES. THE CONTRACTOR IS FURTHER ADVISED THAT DECREASES WHICH AFFECT THE COST OF MATERIALS ARE REQUIRED TO BE COMMUNICATED IMMEDIATELY TO THE PROCUREMENT OFFICER.

BILLING:

INFORMATION WILL BE PROVIDED BY THE USING AGENCY.

DELIVERY:

WHENEVER THE AUTHORIZED USER NOTIFIES THE SUCCESSFUL BIDDER THAT IT WISHES TO PURCHASE ITEMS, THE SUCCESSFUL BIDDER SHALL DELIVER THE ITEMS WITHIN FOURTEEN (14) DAYS TO THE ADDRESS ON THE PURCHASE ORDER. DHMH MAY HAVE MULTIPLE LOCATIONS FOR DELIVERY AND FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE CONTRACT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

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

ADDITIONAL TERMS & CONDITIONS:

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN AS NEEDED BASIS. ALL ORDERS ARE TO BE RELEASED UPON RECEIPT OF A VALID DEPARTMENT PURCHASE ORDER OR BY USE OF THE DEPARTMENT CORPORATE CREDIT CARD. SIZES AND QUANTITIES WILL BE PROVIDED BY THE USING AGENCY.

LIMITS ON USING AGENCY AUTHORITY: THE AWARDEE SHALL NOT ACCEPT CHANGES, ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE DEPARTMENT OF GENERAL SERVICES AND SIGNED BY THE PROCUREMENT OFFICER.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400137

PRINT DATE: 10/31/15

PAGE: 04

TERMS (cont'd):

CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, THE STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HERE-IN.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST 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. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:

IRIS.LESTER@MARYLAND.GOV
AWAWU.SAKALO@MARYLAND.GOV

THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000.00 ARE INCORPORATED HEREIN BY REFERENCE.

TAXES: THE STATE OF MARYLAND IS EXEMPT FROM FEDERAL AND STATE TAXES AND WILL NOT PAY OR REIMBURSE SUCH TAXES.

SHIPPING/DELIVERY:

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. STATE USING AUTHORITY(S) AND INCLUDE ALL FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET/ BID PRICES. ONCE THE SOLICITATION HAS BEEN AWARDED, IT WILL BE THE RESPONSIBILITY OF THE AWARDEE (VENDOR) AND THE STATE OF MARYLAND RECEIVING AGENCY TO COORDINATE THE DELIVERY.

THE SOLICITATION IS FOR NEW EQUIPMENT AND MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED EQUIPMENT WILL NOT BE ACCEPTED OR OR CONSIDERED.

ALL COMMODITIES SOLD UNDER THIS CONTRACT ARE TO BE UNCONDITIONALLY WARRANTED BY THE VENDOR FOR MINIMUM PERIOD OF ONE (1) YEAR AGAINST DEFECTS EXCEPT WHERE SPECIFICATIONS SUPERSEDE.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400137

PRINT DATE: 10/31/15

PAGE: 05

TERMS (cont'd):

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

THIS SOLICITATION IS IN ACCORDANCE WITH CODE OF MARYLAND REGULATIONS (COMAR) 21.11.05.03B.

SUPPLIES TO BE DELIVERED EVERY MONTH AS INDICATED ON LINE ITEMS. DHMH PREFERS A MINIMUM SIX (6) MONTH SHELF LIFE FOR ALL KITS.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	19340-065112	KT	1,522.5000	
AUTODELFIA NEO T4 (1152 WELLS)				
T4 KITS CAT. #B065-112. TO BE DELIVERED APPROXIMATELY 16 KITS PER MONTH.				
PRICE INCREASE WAS WITHIN 5% AND APPROVED.				
0002	19340-032312	KT	1,538.2500	
NEW AUTODELFIA NEONATAL HTSH(DRY)				
TSH KITS: CAT. #B032-312. TO BE DELIVERED APPROXIMATELY 1 KIT PER MONTH.				
PRICE INCREAS WAS WITHIN 5% AND APPROVED.				
0003	19308-B04811	EA	1,611.7500	
AUTODELFIA NEO170HP, TIME RESOLVED FLUORESCENCE TEST TO DETECT AND NEONATAL 17-OHP.				

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400137

PRINT DATE: 10/31/15

PAGE: 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
---------------	----------------------	------------	------------------

170 HP CAH KIT: CAT. #B024-112. TO BE DELIVERED APPROXIMATELY 9
KITS PER MONTH.
PRICE INCREASE WAS WITHIN 5% AND APPROVED.

0004	17554-000060	KT	1,727.2500
------	--------------	----	------------

LABORATORY SUPPLIES
LABORATORY SUPPLIES: IRT KITS CAT. #B005-212. TO BE DELIVERED
APPROXIMATELY 9 KITS PER MONTH.

0005	19340-B11810	PK	840.0000
------	--------------	----	----------

AUTODELFIA ENHANCIMENT SOLUTION, 8 X 250 ML
ENHANCEMENT SOLUTION CAT. #B118-100. TO BE DELIVERED APPROXIMATELY 5
BOXES PER MONTH.
PRICE INCREASE WAS WITHIN 5% AND APPROVED.

0006	19336-B11700	PK	283.5000
------	--------------	----	----------

AUTODELFIA WASH CONCENTRATE, 8 X 250 ML
WASH CONCENTRATE: CAT. #B117-100. TO BE DELIVERED APPROXIMATELY 4
BOXES PER MONTH.
PRICE INCREASE WAS WITHIN 5% AND APPROVED.

0007	17503-0000XX	EA	38.8500
------	--------------	----	---------

LABORATORY SUPPLIES, GENERAL, DO NOT USE FOR BLANKET PURCHASE ORDER
DILUTION VESSELS: CAT. #1235-411. TO BE DELIVERED APPROXIMATELY 5
BOXES PER MONTH.
PRICE INCREASE WAS WITHIN 5% AND APPROVED.

0008	19348-123540	PK	210.0000
------	--------------	----	----------

AUTODELFIA PIPETTE TIPS, 960/PKS
PIPETTE TIPS: CAT. #1235-402. TO BE DELIVERED APPROXIMATELY 5 BOXES
PER MONTH.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400137

PRINT DATE: 10/31/15

PAGE: 07

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
---------------	----------------------	------------	------------------

PRICE INCREASE WAS WITHIN 5% AND APPROVED.

0009	19336-000000	EA	8,969.1000
------	--------------	----	------------

LABORATORY SUPPLIES

NEOGRAM AMINOACIDS ACYLCARNITINES: CAT. #3026-0030. TO BE DELIVERED APPROXIMATELY 7 KITS PER MONTH.

PRICE INCREASE WAS WITHIN 5% AND APPROVED.

0010	19336-000000	EA	2,167.2000
------	--------------	----	------------

LABORATORY SUPPLIES

RESOLVE NEONATAL HEMOGLOBIN: CAT. # FR-9360. TO BE DELIVERED APPROXIMATELY 3 KITS PER MONTH:

2 KITS, FIRST BI-WEEKLY

1 KIT, SECOND BI-WEEKLY

PRICE INCREASE WAS WITHIN 5% AND APPROVED.

0011	19336-000000	EA	128.1000
------	--------------	----	----------

LABORATORY SUPPLIES

JB-2 STAINING SYSTEM: CAT. #FR-9367. TO BE DELIVERED APPROXIMATELY 3 KITS PER MONTH:

2 KITS, FIRST BI-WEEKLY

1 KIT, SECOND BI-WEEKLY

PRICE INCREASE WAS WITHIN 5% AND APPROVED.

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE