

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B7400006

PRINT DATE: 07/07/17

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: BAILEY MEDICAL ENGINEERING 2216 SUNSET DRIVE LOS OSOS, CA 93402 (805)528-5781	REFER QUESTIONS TO: IRIS LESTER BELL (410)767-4612 IRIS.LESTER@MARYLAND.GOV
ITB:	EXPR DATE: 09/30/17 POST DATE: 06/08/16 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.

=====
BREAST PUMPS
FOR
DHMH
WOMEN, INFANT AND CHILDREN (WIC) PROGRAM
=====

CONTRACT EXTENDED UNTIL SEPTEMBER 30, 2017.

THIS CONTRACT HAS THE SAME TERMS, CONDITIONS AND PRICE.
AGENCY CONTACT: PATRICE JOHNSON...
PHONE #: 410 767 6839

VENDOR CONTACT: TANDRA MCGHIE
PHONE #: 805-528-5781

VENDOR CONTACT: BARRY
VENDOR EMAIL: BARRY@BAILEYMED.COM

THIS CONTRACT IS FOR AN INDEFINITE QUANTITY CONTRACT TO SUPPLY ELECTRIC BREAST PUMPS PER SPECIFICATIONS TO VARIOUS WIC LOCATIONS THROUGHOUT THE STATE OF MARYLAND.

THIS IS A FIRM FIXED PRICE CONTRACT IN THAT NO PRICE ESCALATION SHALL BE ALLOWED. HOWEVER, IN THE EVENT OF ANY SUCH DECREASE IN PRICE DUE

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TERMS (cont'd):

TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

DELIVERY:

ADVANCED NOTICE OF DELIVERY SHALL BE MADE BY PHONE 240-420-5263 OR FAX 240-420-5262 TO MIKE PICKERALL. DELIVERY INFORMATION SHALL INCLUDE:

1. DELIVERY DATE
2. NUMBER OF CARTONS / PALLETS
3. PURCHASE ORDER NUMBER AND ITEM DESCRIPTION

COMPLETE ORDERS SHALL BE SHIPPED TO THE MARYLAND WIC DISTRIBUTION CENTER, 947 N BURHANS BLVD, HAGERSTOWN, MD 21742

FAILURE OF THE VENDOR / SHIPPER TO COMPLY WITH SHIPPING/DELIVERY INSTRUCTIONS SHALL RESULT IN THE PRODUCT BEING RETURNED AT THE VENDOR'S EXPENSE.

FOB DESTINATION, INSIDE DELIVERY. DELIVERY ADDRESS IS PROVIDED IN THE DETAILED SPECIFICATIONS ATTACHED TO THIS SOLICITATION. SHIPMENTS MUST BE DELIVERED ON A BOX TRUCK WITH A LIFT GATE.

SHIPMENTS THAT ARE 10 CARTONS AND 200LBS OR LESS AND MEET OTHER FEDEX OR UPS GROUND GUIDELINES SHOULD BE SHIPPED BY FEDEX OR UPS GROUND.

ALL ORDERS THAT EXCEED 10 BOXES AND 200 LBS MUST BE PALLETIZED.

NO CONTAINER SHIPMENTS SHALL BE ACCEPTED.

VENDOR SHALL PROVIDE SHIPPING CONTAINERS (BOXES, CARTONS, ETC.) CONSTRUCTED TO PROVIDE FOR HANDLING AND SHALL AFFORD THE ITEM PROTECTION.

VENDOR SHALL UTILIZE SHIPPING CONTAINERS UNIFORM IN SIZE WHENEVER POSSIBLE.

VENDOR SHALL UTILIZE CONTAINERS OF MINIMUM TARE WEIGHT AND SIZE CONSISTENT WITH THE PROTECTION REQUIRED.

VENDOR SHALL UTILIZE CONTAINERS THAT MEET THE MINIMUM PACKAGING REQUIREMENTS OF THE COMMON CARRIERS (IF SO SHIPPED) FOR ACCEPTANCE FOR SAFE TRANSPORTATION.

THE BREAST PUMP AND HOOK-UP KIT SHOULD BE PACKAGED TOGETHER AS ONE

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TERMS (cont'd):

UNIT WHICH INCLUDES THE MOTOR, INSTRUCTION MANUAL AND INSTRUCTIONAL DVD (EASY TO UNDERSTAND IN ENGLISH AND SPANISH), PUMP KIT AND SPARE REPLACEMENT PARTS.

NO INDIVIDUAL CARTON TO EXCEED A MAXIMUM WEIGHT OF 40 LBS.

THE FOLLOWING INFORMATION SHALL BE CLEARLY PLACED, STAMPED, OR PRINTED ON EACH BOX, CARTON OR CASE. THE LETTERS AND NUMBERS SHALL BE A MINIMUM OF ½ INCH IN HEIGHT AND IN BOLD PRINT.

1. THE WIC PURCHASE ORDER NUMBER.
2. ITEM NUMBER.
3. THE TOTAL NUMBER OF CARTONS BEING SHIPPED
(EXAMPLE: 1 OF 6, 2 OF 6, ETC.).

*PACKING LISTS MUST BE ATTACHED TO THE OUTSIDE OF THE CARTONS.

PALLETIZED LOADS:

ALL ORDERS THAT EXCEED 10 BOXES AND 200 LBS MUST BE PALLETIZED AND CONFORM TO THE FOLLOWING SPECIFICATIONS:

1. ALL PALLETS USED SHALL BE, AT THE MINIMUM, A GRADE A GMA FOUR-WAY PALLET IN GOOD CONDITION AND MEASURING 48" (LONG) AND 40" (WIDE).
2. EACH PALLET SHALL HAVE THREE SINGLE STRINGERS (RUNNERS). ONE STRINGER SHALL BE ON EACH SIDE AND ONE IN THE CENTER RUNNING THE LENGTH OF THE PALLET.
3. THE PALLET SHALL NOT HAVE ANY MISSING, BROKEN, OR SPLIT BOARDS. EACH PALLET SHALL HAVE FIVE BOARDS IN GOOD CONDITION SECURELY FASTENED ON BOTTOM AND SEVEN BOARDS IN GOOD CONDITION SECURELY FASTENED ON THE TOP.
4. EACH PALLET SHALL PRESENT A CLEAN APPEARANCE WITH NO DIRT, GREASE, OR OTHER FOREIGN MATERIAL ON IT.
5. THE PRODUCT STACKED ON PALLETS SHALL BE STACKED IN A MANNER THAT MAXIMIZES THE TRAILER CUBE, BUT DOES NOT DAMAGE THE PRODUCT.
6. PALLETS SHALL NOT EXCEED A MAXIMUM WEIGHT OF 2,000LBS (908 KILOGRAMS).

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7. ALL CARTON LABELS MUST BE FACING OUTWARD AND CARTONS SECURELY SHRINK-WRAPPED TO PALLET.

8. EACH PALLET MUST BE IDENTIFIED AS FOLLOWS: PO NUMBER, PALLET NUMBER 1 OF 6, 2 OF 6, ETC.

9. THE VENDOR / SHIPPER SHALL ENSURE THAT THE LAST PALLET LOADED SHALL HAVE A FREIGHT BILL AND / OR PACKING LIST AND IT IS FACING THE DOOR OF THE TRAILER. COPY OF THE PACKING LIST SHOULD BE ATTACHED TO THE PAPERWORK.

PACKING LIST

EACH WIC PURCHASE ORDER NUMBER MUST HAVE A SEPARATE PACKING LIST. VENDOR SHALL ENSURE THAT ALL MATERIALS SHIPPED SHALL BE ACCOMPANIED BY A STANDARD COMMERCIAL PACKING LIST. VENDOR SHALL INCLUDE THE FOLLOWING INFORMATION ON THE PACKING LIST:

1. SHIP-TO ADDRESS, EXACTLY ON THE PURCHASE ORDER
2. SHIP FROM ADDRESS
3. PURCHASE ORDER NUMBER
4. ITEM NUMBER / PURCHASE ORDER ITEM NAME / DESCRIPTION
5. QUANTITY OF EACH PURCHASE ORDER ITEM
6. MARK THE TOTAL NUMBER OF CARTONS, PALLETS AND TOTAL WEIGHT BEING SHIPPED ON PACKING LIST(S)
7. PACKING LISTS MUST BE ATTACHED TO THE OUTSIDE OF THE CARTONS.

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.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	46578-100000	EA	58.5000

BREAST PUMPS

NURTURE III DOUBLE ELECTRIC BREAST PUMP

PER THE SPECIFICATIONS, TERMS AND CONDITIONS OF ITB# MDDGS31008145

END OF ITEM LIST

ADDITIONAL TERMS AND CONDITIONS:

THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. THE CONTRACTOR WILL BE PAID FOR ALL ITEMS AND QUANTITIES ORDERED OR DELIVERED UNDER THE CONTRACT AT THE PRICE BID, REGARDLESS OF ITEMS OR QUANTITIES PREVIOUSLY ORDERED OR DELIVERED.

USED, REFURBISHED OR REMANUFACTURED EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED UNLESS SPECIFIED IN THE DETAILED SPECIFICATIONS FOR EACH MODEL OF BREAST PUMP.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. (INSIDE DELIVERY) STATE USING AUTHORITIES AND INCLUDE ALL FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

WARRANTY - FIVE-YEAR WARRANTY WARRANTY PERIOD SHALL COMMENCE ON THE DATE OF DELIVERY AND ACCEPTANCE BY THE AGENCY.

ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN CONFORMANCE TO THE REQ 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 THE CONTRACTED PRICE.

CORPORATE "P" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACTS OF \$5,000 OR LESS.

CONTRACTS SHALL 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.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL

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TERMS (cont'd):

INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

A REPORT MUST 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. 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:
MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

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AUTHORIZED BY: _____ **DATE:** _____
BUYER AUTHORIZED DESIGNEE