

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B2600009

PRINT DATE: 06/30/23

PAGE: 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS	
<b>VENDOR ID:</b> STRYKER SALES CORP PO BOX 70119  CHICAGO, IL (999 )999-9999	<b>REFER QUESTIONS TO:</b>  MONICA FRANKLIN (410 )767-4497 MONICA.FRANKLIN1@MARYLAND.GOV
60673-0119	
<b>ITB:</b>	<b>EXPR DATE:</b> 06/29/24 <b>POST DATE:</b> 04/23/21
	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> 1,000,000.00

### 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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#### STATEWIDE CONTRACT FOR

#### DEFIBRILLATORS (AED) AND ACCESSORIES

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MODIFICATION #5: CONTRACT EXTENDED TO 6/29/2024.

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MODIFICATION #4: CONTRACT AMOUNT INCREASED.

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MODIFICATION #3: CONTRACT EXTENDED TO 6/30/2023, PRICE INCREASE

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MODIFICATION #2: PRICE INCREASE ON ALL ITEMS ON CONTRACT

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MODIFICATION #1: CONTRACT EXTENDED TO 12/31/2022

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THIS IS THE FINAL RENEWAL OPTION.

CONTRACT TERM: JULY 02, 2021 THROUGH JULY 01, 2022, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS, AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTIONS AGAINST CONTRACT 001B8400047.

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS FOR COMMODITIES CONTRACTS OVER \$25,00.00

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### TERMS (cont'd):

AGENCY CONTACT: MONICA FRANKLIN767-4497  
AGENCY PHONE NUMBER: 410-767-4497  
AGENCY EMAIL: MONICA.FRANKLIN1@MARYLAND.GOV

VENDOR CONTACT: JAMES SPRINGER, JR.  
VENDOR PHONE NUMBER: (800)442-1142  
VENDOR EMAIL: JIM.SPRINGER@STRYKER.COM

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	46514	EA	

CARDIOVASCULAR INSTRUMENTATION: DEFIBRILLATORS, HEART PUMPS, MONITORIN  
EQUIPMENT, ETC.

DEFIBRILLATORS - 15-58 PERCENT OFF CATALOG LIST PRICE FOR THE STATE  
OF MARYLAND

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE  
AWARD WILL BE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER  
(BASIS FOR AWARD).

VENDOR MUST INCLUDE THE FOLLOWING INFORMATION ON ALL INVOICES:

- 1) NAME OF COMPANY
- 2) ADDRESS TO INCLUDE THE 9 DIGIT ZIP CODE,
- 3) FEIN NUMBER,
- 4) THE NAME OF THE CONTACT PERSON,

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### TERMS (cont'd):

\*INCLUDE THE PHONE NUMBER (INCLUDING TOLL FREE) FOR PLACING ORDERS  
FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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

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### C O N T R A C T

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AVAILABLE TO:                   DESIGNATED AGENCY ONLY   ( )  
                                  ALL STATE OF MARYLAND AGENCIES ( )  
                                  STATE AGENCIES AMD POLITICAL SUBDIVISIONS (X)

### ELECTRONIC PROCESSING FEE

1.  
CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE 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 CONTRACTS UNIT PRICES

2.  
THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL  
SERVICES, 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. AN EXCEL VERSION OF THE MONTHLY  
USAGE REPORT SHALL ALSO BE EMAILED TO: DGS.STATEWIDECONTRACTSUSAGE  
REPORT@MARYLAND.GOV.

3.  
FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE  
OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT 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 \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S  
ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUYER AUTHORIZED DESIGNEE