

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400449

PRINT DATE: 08/08/16

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

EAST COAST EMERGENCY LIGHTING INC
200 MECO DR

MILLSTONE TOWNSHIP, NJ 08535
(732)940-2211

REFER QUESTIONS TO:

IRIS LESTER BELL
(410)767-4612
IRIS.LESTER@MARYLAND.GOV

ITB:

EXPR DATE: 06/06/17
POST DATE: 04/14/16

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.

STATEWIDE CONTRACT-WHELAN
EMERGENCY VEHICLE WARNING SYSTEMS

CONTRACT DATE: JUNE 06, 2016 THROUGH JUNE 06, 2017 WITH THE SAME
TERMS, CONDITIONS AND PRICES.

THIS IS THE FINAL RENEWAL AGAINST CONTRACT 001B3400600

AUGUST 19, 2014 CHANGE ORDER TO INCLUDE INSTALLATION RATES \$75 PER
HOUR ON INSTALLATION OF ALL PARTS UNDER THIS BLANKET PURCHASE ORDER

VENDOR CONTACT: INFORMATION: EAST COAST EMERGENCY LIGHTING, INC.
732-940-2211

CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE
CONTRACT.

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

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TERMS (cont'd):

WHEREAS, THE CONTRACT IS IN EFFECT THROUGH THE CURRENT CONTRACT TERM AS DEFINED ABOVE; AND NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES DO HEREBY AGREE TO THE CONTRACT AS FOLLOWS:

PROCESSING FEE: THE PARTIES HEREBY AGREE THAT THE CONTRACT WILL INCLUDE THE FOLLOWING TERMS AND CONDITIONS.

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 CONTRACT'S UNIT PRICES.

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 THE MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. THE CHECK SHOULD BE MADE PAYABLE TO MARYLAND DEPARTMENT OF GENERAL SERVICES. THE EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE E MARYLAND MARKETPLACE PROGRAM MANAGER, MS. DEWANA DANIEL AT DEWANA.DANIEL@DGS.STATE.MD.

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 \$10,000 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

SUCCESSORS AND ASSIGNS. THIS AMENDMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE SUCCESSORS AND PERMITTED ASSIGNS OF THE

THIS IS A FIRM 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. HOWEVER, IN THE EVENT OF ANY DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER

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TERMS (cont'd):

CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASES.

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.

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

BILLING:

INFORMATION WILL BE PROVIDED BY THE USING AGENCY REGARDING THE BILLING PROCESS.

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.

WHENEVER THE AUTHORIZED USER NOTIFIES THE SUCCESSFUL BIDDER THAT IT WISHES TO PURCHASE ITEMS, THE SUCCESSFUL BIDDER SHALL DELIVER THE ITEMS WITHIN FIFTEEN (15) DAYS TO THE ADDRESS ON THE PURCHASE ORDER. THE STATE OF MARYLAND AGENCIES MAY HAVE MULTIPLE LOCATIONS FOR DELIVERY AND FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE CONTRACT.

INSTALLATION:

INSTALLATION CHARGES SHALL BE INCLUDED IN THE BID.

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 UPON EACH CONTRACT RENEWAL 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.

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TERMS (cont'd):

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 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.

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.

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.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6)

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TERMS (cont'd):

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:

SUZAN.EDWARDS@DGS.STATE.MD.US

HOWARD.MCLAIN@DGS.STATE.MD.US

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.

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 DGS PROCUREMENT OFFICER.

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.

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

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 CONTRACT.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	05554-000050	EA		
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EMERGENCY VEHICLE LIGHTING EQUIPMENT, WARNING SYSTEMS, ACCESSORIES,
AND CERTIFIED SAE CLASS 1 FLASHING BEACON LIGHTS FOR STATE HIGHWAY
ADMINISTRATION TRUCKS.

MANUFACTURER: WHELAN

THIS LINE ITEM AND ALL OF ITS COMPONENTS WILL RECEIVE A 48.1 PERCENT
DISCOUNT OFF OF THE GOVERNMENT PRICE LIST.

ALL STATE, COUNTY, AND CITY AGENCIES ARE ELIGIBLE TO PURCHASE THIS
LINE ITEM.

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WHELAN PACKAGE FOR THE MARYLAND STATE POLICE TO INCLUDE: LIBERTY
SERIES LED LIGHT BAR WITH RED/BLUE WARNING; FRONT WHITE FLOOD AND
REAR AMBER TA, CENCOM SAPPHIRE SIREN AMPLIFIER SYSTEM, SA315P SPEAKER
WITH MOUNTING BRACKET, FULL WIDTH TRUNK TRAY FOR SEDAN, SEVEN (7)
YEAR WARRANTY ON THE LIGHT BAR LED MODULES AND IO BOARD, SIREN
AMPLIFIER, AND SPEAKER. WARRANTY IS ON COMPONENT ONLY NOT ON LABOR.

ALL STATE, COUNTY, AND CITY AGENCIES ARE ELIGIBLE TO PURCHASE THIS
PACKAGE AT THE CONTRACTED/DISCOUNTED PRICE OF \$1985.00 PER PACKAGE.

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EMERGENCY LIGHT
INSTALLATION RATES \$75 PER HOUR
ON INSTALLATION OF ALL PARTS UNDER THIS BLANKET PURCHASE ORDER

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE