

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400002

PRINT DATE: 10/31/15

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: NATIONAL CAPITAL INDUSTRIES P O BOX 287 3420 KENILWORTH AVE BLADENSBURG, MD 20710 (301)864-4150	REFER QUESTIONS TO: IRIS LESTER (410)767-4612 IRIS.LESTER@MARYLAND.GOV	
ITB:	EXPR DATE: 07/31/16 POST DATE: 06/25/15	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.

VENDOR TELEPHONE NUMBER: 1-(301) 864-4150

AGENCY CONTRACT
FOR
TRAFFIC CONES

THIS IS THE FINAL RENEWAL AGAINST CONTRACT 001B2400070.

A DESIGNATED AGENCY ONLY: STATE HIGHWAY ADMINISTRATION
SCOPE: THIS AGENCY CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED.

CONTRACT PERIOD: JULY 31, 2015 THRU JULY 31, 2016 (1 YEAR) WITH SAME TERMS, CONDITIONS, AND PRICES.

ORDERING PROCEDURE: ORDERS WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITY INDICATING DELIVERY AND BILLING INSTRUCTIONS. USING AGENCY SHALL ISSUE A PURCHASE ORDER TO THE VENDOR FOR INVENTORY COMMODITIES COVERED BY THIS CONTRACT. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING \$5,000.00. ORDERS UNDER \$100.00 MAY BE CHARGED FREIGHT NOT TO EXCEED 5% OF THE ORDER TOTAL.

DELIVERY: ALL ORDERS WILL BE MADE F.O.B. DESTINATION TO THE SHA

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TERMS (cont'd):

FACILITIES LISTED WITHIN SEVEN (7) WORKING DAYS AFTER RECEIPT OF ORDER (A.R.O). ALL DELIVERIES MUST BE INSPECTED BEFORE ACCEPTANCE AND RECEIVED PRIOR TO SUBMITTAL OF PAYMENTS.

TAXES: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE 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.

USAGE REPORT: UNDER THE TERMS OF THE CONTRACT EVERY SIX (6) MONTHS BEGINNING WITH THE "START DATE" A USAGE REPORT SHOULD BE SUBMITTED TO USING AGENCY AND DGS. THE REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEMS DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT & LOGISTICS, 301 W. PRESTON STREET, ROOM M-3, BALTIMORE, MARYLAND 21201, ATTN: IRIS LESTER. YOU MAY FAX OR EMAIL THE REPORT TO (410) 333-7022 OR IRIS.LESTER@MARYLAND.GOV. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

QUALITY: THIS CONTRACT WILL BE SUBJECT TO CANCELLATION UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES LIMITED TO THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PURCHASE TO FULFILL THE CONTRACT.

PRICE ADJUSTMENT CLAUSE: THE CONTRACT PRICE(S) WILL REMAIN FIRM FOR THE FIRST TWO (2) YEARS OF THE CONTRACT. CONTRACT MAY SUBMIT A REQUEST TO INCREASE PRICE(S) DURING THE RENEWAL OPTION YEAR AND HOLD THE NEW PRICE FOR A YEAR. NO PRICE ADJUSTMENT WILL BE PERMITTED PRIOR TO THE EFFECT DATE OF THE INCREASE, OR ON PURCHASE ORDERS THAT ARE ALREADY BEING PROCESSED, OR ON PURCHASE ORDERS THAT HAVE BEEN FILED AND ARE AWAITING SHIPMENT.

THE PRICE INCREASE MUST BE THE RESULT OF A GENERAL PRICE INCREASE IN THE COST OF FINISHED PRODUCT, DUE TO INCREASE IN THE COST OF RAW MATERIAL, LABOR, FREIGHT, WORKERS COMPENSATION AND/OR UNEMPLOYMENT INSURANCE, ETC. DETAILED DOCUMENTATION TO INCLUDE A COMPARISON LIST OF THE CONTRACT ITEMS AND PROPOSED PRICE INCREASE MUST BE SUBMITTED TO SUPPORT THE REQUESTED INCREASE. SUPPORTIVE DOCUMENTATION SHOULD INCLUDE, BUT IS NOT LIMITED TO: COPIES OF THE OLD AND CURRENT PRICE

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TERMS (cont'd):

LIST OR SIMILAR DOCUMENTS WHICH INDICATE THE ORIGINAL BASE COST OF THE PRODUCTS TO THE CONTRACTOR AND THE CORRESPONDING INCREASE, AND/OR COPIES OR CORRESPONDENCE SENT BY THE CONTRACTOR'S SUPPLIER ON THE SUPPLIERS LETTERHEAD, WHICH CONTAIN THE ABOVE PRICE INFORMATION AND EXPLAINS THE SOURCE OF THE INCREASE IN SUCH AREAS AS RAW MATERIALS, FUEL OR LABOR, ETC.

SHOULD THERE BE A DECREASE IN THE COST OF THE FINISHED PRODUCT DUE TO A GENERAL DECLINE IN THE MARKET OR SOME OTHER FACTOR, THE CONTRACTOR IS RESPONSIBLE TO NOTIFY DGS AND SHA IMMEDIATELY. THE PRICE DECREASE ADJUSTMENT WILL BE INCORPORATED INTO THE CONTRACT AND WILL BE EFFECTIVE ON ALL PURCHASE ORDERS ISSUED AFTER THE EFFECTIVE DATE OF THE DECREASE. IF THE PRICE DECREASE IS A TEMPORARY DECREASE, SUCH SHOULD BE NOTED ON THE INVOICE. IN THE EVENT THAT THE TEMPORARY DECREASE IS REVOKED THE CURRENT PRICING WILL BE RETURNED TO THE PRICING IN EFFECT PRIOR TO THE TEMPORARY DECREASE. FAILURE TO COMPLY WITH THIS PROVISION WILL BE CONSIDERED AS A DEFAULT AND THE CONTRACT IS SUBJECT TO CANCELLATION.

OPEN MARKET CLAUSE: THE USING AGENCY RESERVES THE RIGHT TO PURCHASE ON THE OPEN MARKET WITHOUT THE FILING OF A REQUISITIN OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATED DELIVERY IN EMERGENCIES DUE TO UNFORSEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK).

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE GOODS COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS FOR A MINIMUM ONE YEAR. THE SELLER WILL GUARANTEE TO THE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND THE PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER.

ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT FOR DURATION UNLESS OTHERWISE CANCELLED BY THE DEPARTMENT OF GENERAL SERVICES.

BASIS OF AWARD: AWARD WILL BE MADE THE RESPONSIVE AND RESPONSIBLE BIDDER ON A LOT AWARD BASIS ALL ITEMS INCLUSIVE.

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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	55078	EA	12.3000
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28" TRAFFIC CONES PER ATTACHED SPECIFICATIONS.

MAKE & MODEL: JBC REVOLUTION SERIES RS70032CT3M64

0002	55078	EA	15.7600
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36" TRAFFIC CONES PER ATTACHED SPECIFICATIONS.

MAKE & MODEL: JBC REVOLUTION SERIES RS90045CT3M64

0003	91223-BASE12	EA	6.8500
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STABILIZERS FOR TRAFFIC CONES PER ATTACHED SPECIFICATIONS.

MAKE & MODEL: JBC CONE STABILIZERS WEIGHT (7-LBS) CW3200

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP
VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS AND
FEDERAL IDENTIFICATION NUMBER ON ALL INVOICES 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 AND/OR
BIODEGRADABLE MATERIALS.

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.

STATE FEDERAL TAX IDENTIFICATION NUMBER: 52-1215127

STATE VENDOR PHONE NUMBER: 1-(301) 864-4150

STATE VENDOR CONTACT PERSON: BOB SPEAKMAN

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

AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE