

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\* DRAFT \*\*\*\*

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

BPO NO: 001B4600396

PRINT DATE: 05/20/24

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<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> EAST COAST EMERGENCY LIGHTING INC 200 MECO DR  MILLSTONE TOWNSHIP, NJ 08535 (732 )940-2211	<b>REFER QUESTIONS TO:</b>  ENAYATULLAH RAYHAN (410 )767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 05/09/27 <b>POST DATE:</b>	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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  
POLICE VEHICLE EQUIPMENT & EMERGENCY VEHICLE WARINING SYSTEMS &  
LIGHTING  
\*\*\*\*\*

BASE TERM: THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS. START FROM MAY 10, 2024 THROUGH MAY 09, 2027

OPTION YEAR ONE: MAY 10, 2027 THROUGH MAY 9, 2028 WITH THE SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

OPTION YEAR TWO: MAY 10, 2028 THROUGH MAY 9, 2029 WITH THE SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

VENDOR CONTACT: 732-940-2211

POINT OF CONTACT: DAWN BAZZURRO

ADDRESS: 200 MECO DRIVE, MILLSTONE TOWNSHIP, NEW JERSEY, 08535

VENDOR E-MAIL: DAWNB@ECELIGHTING.COM

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### TERMS (cont'd):

AGENCY: MARYLAND TRANSPORTATION AUTHORITY.  
POC: NICK J. SUTER  
EMAIL: NSUTER@MDTA.STATE.MD.US

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY EQUIPMENT DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

### PACKAGE:

ALL ITEMS MUST BE NEWLY MANUFACTURED AND DELIVERED IN THE MANUFACTURER'S INDIVIDUAL ORIGINAL STANDARD PACKAGE, CLEARLY MARKED AS TO PART NUMBER AND CONTENTS.

NO AFTERMARKET, REMANUFACTURED, OR RECONDITIONED PARTS SHALL BE ACCEPTED.

### DELIVERY:

EQUIPMENT SHALL BE DELIVERED F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, WITHIN SIX (6) WEEKS OF RECEIPT OF AN AUTHORIZED PURCHASE ORDER.

NO ADDITIONAL CHARGES WILL BE ALLOWED FOR ANY TRANSPORTATION COSTS, RESULTING FROM PARTIAL SHIPMENTS MADE AT EAST COAST EMERGENCY LIGHTING CONVENIENCE WHEN A SINGLE SHIPMENT IS ORDERED. DELIVERY INSTRUCTIONS SHALL BE SPECIFIED BY THE ORDERING ENTITY AT THE TIME OF EACH PURCHASE.

### CONTRACTORS PERFORMANCE:

THE STATE AGENCY HAS THE RIGHT TO MAKE THE FINAL DETERMINATION AS TO WHETHER SERVICES HAVE BEEN SATISFACTORILY COMPLETED. SHOULD ANY PORTION OF THE INSTALLATION WORK, DUE TO ANY CAUSE, NOT BE IN ACCORDANCE WITH THE SPECIFICATIONS OR IS NOT SATISFACTORILY COMPLETED, IT MAY BE REJECTED AND THE CONTRACTOR MUST MAKE A SATISFACTORY ARRANGEMENT WITH THE AGENCY.

REPLACEMENTS AND REPAIRS ON FAULTY EQUIPMENT OR ERRORS IN

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### TERMS (cont'd):

INSTALLATIONS SHALL BE MADE BY THE CONTRACTOR AT NO ADDITIONAL COST AND TO THE SATISFACTION OF THE AGENCY.

THE CONTRACTOR SHALL PROMPTLY CORRECT ALL WORK REJECTED BY THE AGENCY AS FAULTY, DEFECTIVE, OR FAILING TO CONFORM TO THE PRODUCT SPECIFICATIONS WHETHER OBSERVED BEFORE OR AFTER SUBSTANTIAL COMPLETION OF THE WORK AND WHETHER OR NOT INSPECTED, TESTED, REPAIRED, FABRICATED, INSTALLED, OR COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS OF CORRECTING SUCH REJECTED WORK.

THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY BREAKAGE OR LOSS OF THE AGENCY VEHICLES OR EQUIPMENT WHILE PERFORMING SERVICES ON THE AGENCY VEHICLES, AND SHALL BE RESPONSIBLE FOR RESTORING OR REPLACING ANY DAMAGE EQUIPMENT, VEHICLES, ETC. TO THE SATISFACTION OF THE AGENCY AND AT THE SOLE EXPENSE OF THE CONTRACTOR. ANY DAMAGES TO AGENCY VEHICLES OR EQUIPMENT RESULTING FROM SERVICES PERFORMED SHALL BE REPORTED TO THE AGENCY IMMEDIATELY.

### LETTER OF AUTHORIZATIONS:

VENDOR SHALL BE REQUIRED TO SUBMIT A CURRENT LOA EACH YEAR OF THE CONTRACT TERM, INCLUDING ANY RENEWALS.

LOA'S ARE TO BE SUBMITTED TO:  
DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT & LOGISTICS  
301 W PRESTON ST  
SUITE M-3  
ATTN: ENAYATULLAH RAYHAN

### WARRANTY:

VENDOR SHALL PROVIDE THE MANUFACTURER'S STANDARD WARRANTY FOR ALL COMPONENTS AND EQUIPMENT AGAINST DEFECTS FOLLOWING ACCEPTANCE BY THE USING AGENCY. WITHIN THE WARRANTY PERIOD, THE CONTRACTOR SHALL GUARANTEE TO REPAIR AND/OR REPLACE ALL EQUIPMENT AS A RESULT OF DEFECTIVE MATERIAL AND COVER ONE HUNDRED PERCENT (100%) PARTS, LABOR AND SHIPPING. THE USING AGENCY SHALL NOT BE

REQUIRED TO DEAL WITH WARRANTY ISSUES WITH ANYONE OTHER THAN THE AUTHORIZED DEALER OR MANUFACTURER.

THE AUTHORIZED MANUFACTURER OR DEALER MUST PROVIDE A TOLL-FREE NUMBER FOR TECHNICAL SUPPORT AND WARRANTY CLAIM. IN ORDER TO MINIMIZE DOWNTIME AS A RESULT OF FAULTY COMPONENTS AND EQUIPMENT, ALL ITEMS SHIPPED TO THE MANUFACTURER UNDER WARRANTY CLAIM MUST BE REPAIRED OR REPLACED AND SHIPPED BACK TO THE USING AGENCY WITHIN 3 BUSINESS DAYS

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### TERMS (cont'd):

FOLLOWING RECEIPT OF THE FAULTY EQUIPMENT BY THE MANUFACTURER.

#### INVOICING:

ALL INVOICES SHALL BE SENT TO THE LOCATION SPECIFIED AT THE TIME OF EACH ORDER. IN ADDITION TO THE INFORMATION REQUIRED PER SECTION B, NO. 20, ALL INVOICES MUST INCLUDE THE FOLLOWING INFORMATION:

- \* CONTRACT NUMBER
- \* AGENCY'S PURCHASE ORDER NUMBER OR FULL NAME OF THE PERSON PLACING THE ORDER IF A CREDIT CARD IS BEING USED
- \* THE MANUFACTURER'S SUGGESTED RETAIL PRICE
- \* PERCENT OF DISCOUNT; AND
- \* DISCOUNTED PRICE FOR THE ITEM

INSTALLATION (OPTIONAL)

SEE IFB SPECIFICATION SECTION C

#### USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS 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 SHALL 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. THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

#### ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDIT. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPERATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDE IN THE CONTRACT'S UNIT PRICE.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF

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### TERMS (cont'd):

STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

C.FAILURE TO REMIT TRANSACTION 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 \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D.PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$100,000 AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT821423/BPM041108 INCORPRATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
0001	05554-000050	EA			

EMERGENCY LIGHT

HAVIS MFG. FOR POLICE AND EMERGENCY VEHICLE WARNING SYSTEM & LIGHTING.

MFG. DISCOUNT - 42.10% OFF MSRP

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
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0009	05557-000002	EA			
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LIGHT, NIGHT AUTO 61-2646

.  
PRO-GRAD PRODUCTS,LL MFG. FOR POLICE AND EMERGENCY VEHICLE WARNING  
SYSTEM & LIGHTING

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MFG. DISCOUNT - 33.10% OFF MSRP

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0010	05557-100000	EA			
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LIGHT BAR

.  
WHELEN ENGINEERING COMPANY, INC MFG. FOR POLICE AND EMERGENCY VEHICLE  
SYSTEM AND LIGHTING

.  
MFG. DISCOUNT - 53.10% OFF MSRP.

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0011	05568-000000	EA			
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AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRALIERS TRUCKS, ETC

.  
BROTHER USA MFG. FOR POLICE AND EMERGENCY VEHICLE WARNING SYSTEM &  
LIGHTING

.  
MFG. DISCOUNT - 21.50% OFF MSRP

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END OF ITEM LIST

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE