

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600134

PRINT DATE: 12/13/19

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

STANDARD FUSEE CORPORATION
DBA ORION SAFETY PRODUCTS
PO BOX 1047
EASTON, MD 21601
(410)822-0318

REFER QUESTIONS TO:

MONICA FRANKLIN
(410)767-4497
MONICA.FRANKLIN1@MARYLAND.GOV

ITB:

EXPR DATE: 12/05/20
POST DATE: 11/18/19

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 FOR SAFETY FLARES

THIS IS (1) ONE OF (3) THREE RENEWAL OPTIONS AGAINST CONTRACT
001B8400255.

CONTRACT TERM: DECEMBER 06, 2019 THROUGH DECEMBER 05, 2020,
WITH THE SAME TERMS, CONDITIONS, AND PRICE.

VENDOR: STANDARD FUSEE CORPORATION
VENDOR CONTACT: KEN HARRISON
VENDOR NUMBER: 410 822 0318
VENDOR EMAIL: KENNY@ORIONSIGNALS.COM

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND WITH THEIR
NEED FOR THE FOLLOWING ITEM FOR THE ONTRACT PERIOD SPECIFIED ABOVE.

QUANTITIES ARE ESTIMATED AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM
OR MAXIMUM GUARANTEE. AND MAY VARY APPRECIABLY FROM THE STATED
ESTIMATE GIVEN.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY IN AN "AS
NEEDED" BASIS.

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TERMS (cont'd):

DELIVERY MUST BE MADE WITHIN FIVE (5) WORKING DAYS AFTER RECEIPT OF USING AGENCIES' ORDERS. FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE CONTRACT.

PRICES ARE TO BE NET, DELIVERED F.O.B. DESTINATION ANY AUTHORIZED AGENCY WITHIN THE STATE OF MARYLAND. NO TERMS, OTHER THAN THE AGENCY'S TAKING TITLE AND OWNERSHIP UPON DELIVERY F.O.B. DESTINATION, SHALL BE ACCEPTABLE.

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD.

THERE IS A MINIMUM OF THIRTY (30) CASES PER ORDER. SEE ATTACHED SPECIFICATIONS.

THIS QUOTE WAS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR 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.

PURCHASING CARD: THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THE CONTRACT.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING PURCHASES OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS 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. ADDITIONALLY, VENDORS WHO ARE DETERMINED TO BE IN DEFAULT OF THIS MANDATORY REPORT REQUIREMENT MAY NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
 - (I) RECEIVES STATE MONEY; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE

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TERMS (cont'd):

INTERNAL REVENUE CODE:

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE; OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17.106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THAT STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

COMAR 21.02.03.06 REQUIRES THAT THE SUCCESSFUL BIDDER(S)/OFFEROR(S) UNDER THIS SOLICITATION PAY A FEE TO SUPPORT THE OPERATION OF EMARYLAND MARKETPLACE ADVANTAGE (EMMA). A COPY OF COMAR 21.02.03.06 CAN BE FOUND ON THE EMMA WEBSITE AT PROCUREMENT.MARYLAND.GOV.

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LINE #	STATE ITEM ID	U/M	UNIT COST
0001	55020-B3036X	CS	52.2900

FUSES (SAFETY FLARES) TYPE "B" THIRTY MINUTE RATING, INCLUDING A WIRE STAND. THIRTY-SIX (36) PER CASE. THE FLARES WILL BE IN ACCORDANCE WITH SPECIFICATION ATTACHED.

BRAND OFFERED _____ STOCK # _____

A MATERIAL SAFETY DATA SHEET MUST BE PROVIDED FOR EACH ITEM WITH EACH SHIPMENT IN ACCORDANCE WITH STATE LAW, CODE OF MARYLAND REGULATIONS

SAMPLES ARE REQUIRED BEFORE BID OPENING.

_____ 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 9-DIGIT ZIP CODE OF COMPANY ADDRESS 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, REYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

C O N T R A C T

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

ORIGINAL CONTRACT: # BPO 001B8400255 12/04/17 (2 YEARS)
FIRST RENEWAL OPTION:
SECOND RENEWAL OPT:
FINAL RENEWAL OPTION:

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE