

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B0600477

**PRINT DATE:** 07/09/20

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

POTTERS INDUSTRIES INC  
PO BOX 840

VALLEY FORGE, PA 19482  
(610 )651-4700 EXT 731

### REFER QUESTIONS TO:

MATTHEW SMITH  
(410 )767-3039  
MATTHEW.SMITH2@MARYLAND.GOV

**ITB:** 001IT821143

**EXPR DATE:** 06/16/23  
**POST DATE:** 07/09/20

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** 200,000.00

### 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

GLASS BEADS FOR ROADWAY STRIPING

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THIS IS A THREE YEAR (3) CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL  
OPTIONS. CONTRACT TO START JUNE 15, 2020 AND END JUNE 14, 2023.

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE STATE OF  
MARYLAND. STATE OF MARYLAND SHALL BE THE SOLE JUDGE OF WHAT IS AN  
"APPROVED EQUAL." ANY PRODUCT 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.

FOLLOWING DELIVERY AND ACCEPTANCE OF ALL PRODUCTS VENDOR SHALL SUBMIT  
AN ORIGINAL INVOICE TO ORDERING AGENCY.

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

PAYMENT TERMS NET 30. THE VENDOR SHALL SUBMIT AN INVOICE TO THE  
ORDERING AGENCY NO LATER THAN FIFTEEN (15) DAYS AFTER DATE OF  
DELIVERY. ALL ORDERS ARE TO BE DELIVERED F.O.B. TO THE LOCATION AS  
SPECIFIED BY THE ORDERING AGENCY.

VENDOR MUST COMPLY WITH ALL FEDERAL AND STATE REGULATIONS AND THE  
STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF

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### TERMS (cont'd):

CONTRACT AWARD.

DELIVERY AND ACCEPTANCE. DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSEABLE DELAYS DUE TO UNFORSEEABLE CAUSES BEYOND THE VENDOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACTS ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE ON THE 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 CREDITS. THE ELECTRONIC TRANSACTION 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.

B. THE ELECTRONIC TRANSACTION 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 REPORT SHALL BE SUBMITTED TO:  
DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

C. 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 \$10,000.00 OR ONE PERCENT (1%) 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.

PURSUANT TO ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN SIX (6) THE FOLLOWING ENTITIES MAY PURCHASE MATERIAL, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;

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### TERMS (cont'd):

- (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 INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
  - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF 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 NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
  - (I) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
  - (II) 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.
- (7) 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 CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT AGAINST THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND 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 THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT821143 / BPM018757 ARE INCORPORATED HEREIN BY REFERENCE.

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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	55004-G10000	LB	.3780	
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BEADS, GLASS, SIGN AND STRIPE

50LBS BAG OF GLASS BEADS.

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0002	55004-G10000	TN	756.0000	
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BEADS, GLASS, SIGN AND STRIPE

A TON OF GLASS BEADS.

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END OF ITEM LIST

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

BUYER AUTHORIZED DESIGNEE