

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B2600269

**PRINT DATE:** 11/01/24

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<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS	
<b>VENDOR ID:</b> NIPPON CARBIDE INDUSTRIES (USA) INC 13856 BETTENCOURT STREET  CERRITOS, CA 90703 (562 )777-1810	<b>REFER QUESTIONS TO:</b>  MONICA FRANKLIN (410 )767-4497 MONICA.FRANKLIN1@MARYLAND.GOV
<b>ITB:</b>	<b>EXPR DATE:</b> 05/30/25 <b>POST DATE:</b> 12/02/21
	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> 150,000.00

### 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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STATWIDE CONTRACT  
FOR

REFLECTIVE SIGN SHEETING

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MODIFICATION #5: CONTRACT EXTENDED TO 5/30/2025

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MODIFICATION #4: CONTRACT EXTENDED TO 9/30/2024

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MODIFICATION #3: CONTRACT EXTENDED TO 12/29/2023

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MODIFICATION #2: CONTRACT EXTENDED TO 4/28/2023

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MODIFICATION #1: CONTRACT EXTENDED UNTIL 02/28/21, BY PROCUREMENT  
OFFICER.WAITING ON CONFIRMATION FROM VENDOR

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THIS IS THE SECOND AND FINAL RENEWAL OPTION. CONTRACT TERM  
FEBRUARY 1, 2022 THROUGH JANUARY 31, 2023.

THIS CONTRACT IS FOR THREE (3) YR W/TWO (2) ONE (1) YR RENEWAL  
OPTION. CONTRACT TERM 02/29/18 TO 01/31/21.

VENDOR CONTACT: ANDREW KATO  
VENDOR NUMBER: 562-777-1810  
VENDOR EMAIL: BIDS@NIKKALITE.COM

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### TERMS (cont'd):

AGENCY CONTACT: NAMITA ACHARYA/PAUL STOUT  
AGENCY NUMBER: 410-787-5814  
AGENCY EMAIL: NACHARYA@SHA.STATE.MD.US/PSTOUT@SHA.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.

THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THE CONTRACT EVERY SIX MONTHS, BEGINNING WITH THE "START DATE" A USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS 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 STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE

PLEASE SEND YOUR REPORT TO DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM 1309 BALTIMORE, MARYLAND 21201, ATTN: EBONY SALAKO AND LISA MCDONALD. YOU MAY EMAIL THE REPORT TO AWAWU.SALAKO@MARYLAND.GOV AND LISA.MCDONALD@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.

#### 1% PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF (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.

2.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTO, MD 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF

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### TERMS (cont'd):

EACH CALENDAR MONTH.ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO WAWAU.SALAKO@MARYLAND.GOV.

3.

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 (1%) PERCENT OF THE CONTRACT'S .STIMATED ANNUAL VALUE, WHICH EVER IS HIGHER. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES.FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT820756/MDDGS31035206 INCORPRATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	55048-000000	EA	.8500		

SIGN MATERIAL, REFLECTIVE

ASTM TYPE I SIGN SHEETING, ALL COLORS.

SEE J02R8400011\_SIGN MAT REFL\_IFB.DOC FOR FURTHER SPECIFICATION INFO AND INFORMATION.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0002	55048-000000	EA	1.0600	
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SIGN MATERIAL, REFLECTIVE

ASTM TYPE II SIGN SHEETING, ALL COLORS.

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0003	55048-000000	EA	1.7100	
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SIGN MATERIAL, REFLECTIVE

ASTM TYPE III SIGN SHEETING, ALL COLORS.

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0004	55048-000000	EA	1.3600	
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SIGN MATERIAL, REFLECTIVE

ITEM #4 ONLY APPROVED FOR WHITE, YELLOW, GREEN AND BLUE

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0007	55048-000000	EA	3.4600	
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SIGN MATERIAL, REFLECTIVE

ASTM TYPE VIII SIGN SHEETING, ALL COLORS EXCEPT FLUORESCENT.

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0008	55048-000000	EA	3.9400	
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SIGN MATERIAL, REFLECTIVE

ITEM #8 ONLY APPROVED FOR FLUORESCENT YELLOW AND ORANGE.

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0011	55048-000000	EA	.8300	
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SIGN MATERIAL, REFLECTIVE

NON REFLECTIVE SIGN MATERIAL, BLACK, ACRYLIC.

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0012	55048-000000	EA	180.0000	
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SIGN MATERIAL, REFLECTIVE

TAPE PRE-SPACED 24" X 100 YDS SCPS-2, 3M

24 INCH X 100 YDS PRE-SPACED TAPE, CLEAR AND TRANSLUCENT WHITE OR TAN.

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0013	55048-000000	EA	180.0000	
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SIGN MATERIAL, REFLECTIVE

TAPE PRE-SPACED 24" X 100 YDS SCPS-2, 3M

48 INCH X 50 YDS PRE-SPACED TAPE, CLEAR AND TRANSLUCENT WHITE OR TAN.

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0014	55048-000000	EA	.8300	
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SIGN MATERIAL, REFLECTIVE

FILM, SERIES 1100 EC 30" X 50 YARDS, VARIOUS COLORS

FILM, SERIES 1100 EC 30" X 50 YARDS, VARIOUS COLORS AND CLEAR.

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END OF ITEM LIST

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

BUYER AUTHORIZED DESIGNEE