

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600060

PRINT DATE: 08/18/22

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: INTERSTATE HIGHWAY SIGN CORP INTERSTATE HIGHWAY SIGN CORP 7415 LINDSEY ROAD LITTLE ROCK, AR 72206 (501)490-3842	REFER QUESTIONS TO: MONICA FRANKLIN (410)767-4497 MONICA.FRANKLIN1@MARYLAND.GOV	
ITB: 001IT821283	EXPR DATE: 07/31/25 POST DATE: 08/09/22	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

EXTRUDED ALUMINUM SIGN PANELS

MODIFICATION #1: REVISED PRICING ON LINE #1 AND LINE #2

THIS IS A THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL
OPTIONS, STARTING AUGUST 01, 2022 THROUGH JULY 31, 2025.

OPTION YEAR ONE: AUGUST 01, 2025 - JULY 31, 2026

OPTION YEAR TWO: AUGUST 01, 2026 - JULY 31, 2027

VENDOR CONTACT: MAGAN DANCHENKO
VENDOR EMAIL: MDANCHENKO@INTERSTATESIGNS.COM
VENDOR PHONE: 501-490-3800

AGENCY CONTACT: JEFF WALTERS
AGENCY EMAIL: JWALTERS@MDOT.MARYLAND.GOV
AGENCY PHONE: 410-787-7672

METHOD OF MEASUREMENT:

EXTRUDED ALUMINUM PANELS WILL BE MEASURED BY THE LINEAR FOOT FOR EACH
WIDTH REQUIRED, CUT IN 28' LENGTHS AS SPECIFIED IN THESE SPECIAL
PROVISIONS.

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TERMS (cont'd):

EDGE STRIPS WILL BE MEASURED BY THE LINEAR FOOT PRE-CUT IN 18' LENGTHS AS SPECIFIED IN THESE SPECIAL PROVISIONS.

BASIS OF PAYMENT:

ACCEPTED EXTRUDED PANELS AND EDGE STRIPS MEASURED AS PROVIDED ABOVE, WILL BE PAID FOR AT THE CONTRACT UNIT PRICE FOR:

1. 12" WIDE EXTRUDED ALUMINUM PANELS - EACH 28 FT. PANEL
2. EDGE STRIPS - LIN. FT.

WHICH SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIALS, AND INCIDENTALS.

PACKAGING

PANELS ARE TO BE BANDED IN BUNDLES OF 24 EACH WITH WOODEN STRIPS TO PREVENT BANDS FROM MARRING PANELS, ALSO TO ALLOW CLEARANCE BETWEEN BUNDLES FOR FORKLIFT HANDLING.

SHIPPING:

PANELS MUST BE LOADED ON AN OPEN FLATBED TRAILER TO ALLOW UNLOADING BY FORKLIFT FROM BOTH SIDES. THE ENTIRE LOAD SHOULD BE COVERED BY A TARP TO KEEP PANELS CLEAN AND DRY.

DELIVERY:

SHIPMENTS ARE TO BE SENT TO:

MARYLAND STATE HIGHWAY
7491 CONNELLEY DRIVE BUILDING #2
HANOVER MD, 21076

ATTENTION: MIKE BOYLE

NO DELIVERIES WILL BE ACCEPTED AFTER 2:00 PM

AN ACKNOWLEDGEMENT IN WRITING AND THE APPROXIMATE DAY OF DELIVERY MUST BE SUBMITTED UPON RECEIPT OF ORDER. NOTIFICATION MUST BE GIVEN AT LEAST TWO (2) DAYS PRIOR TO THE EXPECTED DELIVERY DATE.

TEST:

THE CONTRACTOR SHALL CERTIFY THAT THE MATERIALS FURNISHED UNDER THIS

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TERMS (cont'd):

SECTION CONFORM TO THESE SPECIFICATIONS. THE CERTIFICATE SHALL INCLUDE THE FOLLOWING INFORMATION: ALLOY, ORIGIN OF MATERIAL MANUFACTURER, CHEMICAL ANALYSIS AND GAUGE. WHEN THE SHA REQUIRES TESTS TO BE MADE, SAMPLES SHALL BE SUBMITTED TO THE LABORATORY. ONE SAMPLE SHALL BE SUBMITTED FOR EACH TYPE OF PANEL AND EDGE STRIP ORDERED.

A MINIMUM AREA OF 144 SQUARE INCH FOR PANELS, AND A MINIMUM OF 10 LIN. FEET OF EDGE STRIP FOR EVERY 500 LIN. FEET OF EDGE STRIP ORDERED SHALL BE SUBMITTED FOR TESTS. FAILURE OF THE SAMPLES TO MEET ALL THE REQUIREMENTS OF THE ABOVE SPECIFICATIONS SHALL BE CAUSE FOR REJECTION OF ALL THE MATERIALS REPRESENTED BY SUCH SAMPLES.

SAMPLES ARE TO BE SENT TO: MARYLAND STATE HIGHWAY (OMT)
7450 TRAFFIC DRIVE BUILDING #4
HANOVER, MD 21076 ATTN: TIMOTHY HOWARD

FABRICATION METHODS:

DEGREASING

EXTRUDED ALUMINUM PANELS SHALL BE DEGREASED BY ONE OF THE FOLLOWING METHODS:

1. VAPOR DEGREASING - BY TOTAL IMMERSION OF THE SIGN IN A SATURATED VAPOR OF TRICHLOROETHYLENE OR PERCHLOROETHYLENE;

2. ALKALINE DEGREASING-BY TOTAL IMMERSION OF THE SIGN IN TANK CONTAINING ALKALINE SOLUTIONS, CONTROLLED AND TITRATED TO THE SOLUTION MANUFACTURER'S SPECIFICATION. IMMERSION TIME SHALL DEPEND UPON THE AMOUNT OF SOIL PRESENT. RINSE THOROUGHLY WITH RUNNING WATER.

3. ALKALINE DEGREASING-BY STEAM CLEANING WITH ALKALINE SOLUTIONS IN ACCORDANCE WITH THE SOLUTION MANUFACTURER'S INSTRUCTIONS. RINSE THOROUGHLY WITH RUNNING WATER.

PANELS SHALL BE DRIED BY USE OF A FORCED HOT AIR OR BY RAPID EVAPORATION INDUCED BY A HOT WATER OR STEAM RINSE. METAL SHALL NOT COME IN CONTACT WITH GREASES, OILS, OR OTHER CONTAMINANTS PRIOR TO PACKAGING.

CHROMATE CONVERSION COATING FOR EXTRUDED ALUMINUM PANELS:

THE CHROMATE CONVERSION COATING SHALL CONFORM TO AASTM B449 CLASS 2. THE COLOR SHALL BE ALUMINUM TO PALE YELLOW.

THE METAL OR COATING SUPPLIER SHALL CERTIFY THAT THE COATING CONFORMS TO THE SPECIFIED SPECIFICATIONS AND IT IS TIGHTLY ADHERENT TO THE METAL, COHERENT WITHIN ITSELF, AND SHOWS NO DUSTING OF THE COATING

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TERMS (cont'd):

SURFACE.

ESTIMATED USAGE FOR THREE YEARS

LINE #1

COMMODITY DESCRIPTION: EXTRUSION PANEL 12" X 28"

QUANTITY: 1080 EA.

LINE #2

COMMODITY DESCRIPTION: EDGE STRIP, EXTRUSIONS

QUANTITY: 4500 FT

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES INTERSTATE HIGHWAY SIGNS SHALL SUBMIT AN ORIGINAL INVOICE TO THE ORDERING AGENCY FOR PAYMENT.

THIS BLANKET PURCHASE ORDER IS FOR EXTRUDED ALUMINUM SIGN PANELS WHICH SHALL BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED ITEMS WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED HEREIN.

USAGE REPORTS:

THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF STATE PROCUREMENT 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 PURCHASES, 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 SEND YOUR REPORT TO DEPARTMENT OF GENERAL SERVICES:

DGS.STATEWIDECONTRACTSUSAGEREPORT@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

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

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CUSTOMER, E.G. AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICE DIVISION, 301 W. PRESTON STREET, ROOM 1309 BALTIMORE, MD 21201, WITHIN TEN (1) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH, ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE EXCEL VERSIO OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO: DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV

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 ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

VENDOR MUST INCLUDE THE BPO NUMBER ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

PURCHASES BY OTHER ENTITIES-INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-1 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 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

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OF THE EDUCATION ARTICLE.

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

(B) 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) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY AS DESCRIBED ABOVE 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 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 THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

RETAIN IFB AND ANY ATTACHMENTS FOR FUTURE REFERENCE.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$50,000.00" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION 001IT821283/BPM027979 INCORPORATED HEREIN BY REFERENCE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____
0001	80382-000150	LF	310.8000	

BLANK PANEL
EXTRUSION PANEL
12" X 28'

0002	80382-000150	LF	1.7500	
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BLANK PANEL
EDGE STRIP, EXTRUSIONS

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE