

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600137

PRINT DATE: 11/02/23

PAGE: 01

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| SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS | | |
| VENDOR ID: TRAFFIC SYSTEMS & TECHNOLOGY 10110 BATTLEVIEW PARKWAY #100 MANASSAS, VA 20109 (703)530-9655 | REFER QUESTIONS TO: ENAYATULLAH RAYHAN (410)767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV | |
| ITB: | EXPR DATE: 11/03/25 POST DATE: 11/02/23 | 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.

MARYLAND STATEWIDE
12" LED READY POLYCARBONATE VEHICULAR SIGNAL HOUSING
12" BLACK PC TUNNEL VISOR AND ALUMINUM COUNTDOWN
PEDESTRIAN HOUSING WITH VISOR AND COMPONENTS

BASE TERM: TWO (2) YEAR CONTRACT WITH ONE (1) ONE (1) YEAR RENEWAL
OPTIONS. START FROM NOVEMBER 2, 2023 THROUGH NOVEMBER 2, 2025

OPTION YEAR ONE: NOVEMBER 2, 2025 THROUGH NOVEMBER 2, 2026 WITH THE
SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

VENDOR CONTACT: 703-530-9656

POINT OF CONTACT: JUDY THEISS

ADDRESS: 7390 MERRITT PARK DR SUITE 160 MANASSAS, 20109

VENDOR E-MAIL: JUDY@TRAFFICSYSTEM.US

AGENCY: MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMIN.
POC: MENNAH GARGARD

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TERMS (cont'd):

EMAIL: MGARGARD@MDOT.MARYLAND.GOV

PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (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, 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 USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

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 ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS. PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A) 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

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TERMS (cont'd):

- (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.
- (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 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 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 # 001IT821387 / BPM037524 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 | 55088-20000P | LT | 230.1800 |
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC SYSTEMS, CONFLICK MONITOR TESTERS
16" COUNTDOWN PEDESTRIAN HOUSING WITH VISORL HOUSING
(TO FIT 16"X18" PEDESTRIAN COUNTDOWN MODULE)

| | | | |
|------|--------------|----|---------|
| 0002 | 55088-20000P | LT | 89.1000 |
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC SYSTEMS, CONFLICK MONITOR TESTERS
12" LED READY SINGLE HOUSINGS, POLYCARBONATEDOWN
VEHICULAR SIGNAL HOUSINGS SECTIONS WITH HARDWARE.
BLACK FACE AND YELLOW HOUSING.
SIGNAL HOUSINGS TO BE ASSEMBLED INTO
SECTIONS OF THREE (3) INCLUDING ALL
HARDWARE.
SIGNAL HOUSINGS TO BE BILLED AS 12" ONE
SECTION SIGNAL HOUSINGS EXCLUDING VISOR
(EACH)

| | | | |
|------|--------------|----|---------|
| 0003 | 55088-20000P | LT | 10.8000 |
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TRAFFIC SIGNALS AND EQUIPMENT, ELECTRIC SYSTEMS, CONFLICK MONITOR TESTERS
12" BLACK PC TUNNEL VISOR

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE