

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B6400003

PRINT DATE: 10/31/15

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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: IRIS LESTER (410)767-4612 IRIS.LESTER@MARYLAND.GOV	
ITB:	EXPR DATE: 07/31/16 POST DATE: 06/25/15	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.

VENDOR TELEPHONE NO: 610-651-4714

AGENCY CONTRACT FOR
GLASS BEADS
FOR
THE STATE HIGHWAY ADMINISTRATION

THIS IS (1) ONE OF (2) RENEWALS AGAINST CONTRACT 001B4400066

CONTRACT SCOPE: THIS AGENCY CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED. ORDERS AS REQUIRED WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITIES INDICATING DELIVERY AND BILLING INSTRUCTIONS.

CONTRACT PERIOD: JULY 8, 2015 THRU AUGUST 8, 2016 (1 YEAR) WITH ONE (1) ONE YEAR RENEWAL OPTION UPON WRITTEN CONSENT WITH THE USING AGENCY, THE VENDOR AND THE DEPARTMENT OF GENERAL SERVICES.

ORDERING PROCEDURE: USING AGENCY SHALL ISSUE A PURCHASE ORDER TO THE VENDOR FOR INVENTORY COMMODITIES COVERED BY THIS CONTRACT. THE VENDOR SHALL ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING \$ 5,000.00.

DELIVERY: ALL MATERIAL WILL BE SHIPPED TO USING AGENCY WITHIN FIFTEEN

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TERMS (cont'd):

(15) CALENDAR DAYS UPON RECEIPT OF ORDER F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE DELIVERY LOCATION(S) STATED BY THE AGENCY IN THE SPECIFICATIONS.

THE VENDOR MUST KEEP IN INVENTORY A STOCK OF THESE ITEMS.

THE CONTRACT IS FOR NEW EQUIPMENT AND MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED.

ALL COMMODITIES SOLD UNDER THIS CONTRACT ARE TO BE UNCONDITIONALLY WARRANTED BY THE VENDOR FOR A MINIMUM PERIOD OF ONE (1) YEAR AGAINST DEFECTS EXCEPT WHERE SPECIFICATIONS SUPERSEDE.

VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTION PROVIDED HEREIN.

BILLING: INFORMATION WILL BE PROVIDED BY THE USING AGENCY(S) ON THE PURCHASE ORDER(S).

PRICE ADJUSTMENT: BIDDERS MUST HOLD THE PRICING FOR ONE YEAR OF THE CONTRACT PERIOD AND WILL BE ALLOWED TO MAKE PRICING ADJUSTMENTS ON THE ANNIVERSARY OF THE AWARD DATE. VENDOR MUST PROVIDE PRICING AND JUSTIFICATION FOR THE INCREASE.

PRICE ESCALATION/DE-ESCALATION:

NO PRICE INCREASES WILL BE AUTHORIZED FOR 365 CALENDAR DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. HOWEVER, "A CROSS THE BOARD" PRICE DECREASE IS SUBJECT TO IMPLEMENTATION AT ANY TIME AND SHALL BE IMMEDIATELY CONVEYED TO THE STATE OF MARYLAND.

LIMITS ON USING AGENCY AUTHORITY: THE AWARDEE SHALL NOT ACCEPT CHANGES, ADDITIONS OR SUBSTITUTIONS BY USING AGENCIES OR OTHERS IN THE REQUIREMENTS OF THIS CONTRACT UNLESS FURNISHED IN WRITING BY THE DEPARTMENT OF GENERAL SERVICES AND SIGNED BY THE PROCUREMENT OFFICER.

USAGE REPORT: A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT INCLUDING PROCUREMENT CARD ORDERS. THE REPORT MUST BE FILED WITHIN TEN (10) DAYS BEFORE THE END OF REPORTING PERIOD TO THE USING AGENCY AND DGS. REPORT SHALL BE MAILED TO:

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TERMS (cont'd):

DEPARTMENT OF GENERAL SERVICES
OFFICE OF PROCUREMENT & LOGISTICS
ATTN:
301 W. PRESTON STREET, ROOM M-3
BALTIMORE, MARYLAND 21201

QUALITY: THIS CONTRACT WILL BE TERMINATED UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

OPEN MARKET CLAUSE: THE USING AGENCY MAY PURCHASE ON THE OPEN MARKET IF THE VENDOR DOES NOT PERFORM WITHIN THE CONTRACT TERMS AND CONDITIONS. VENDOR WILL BE RESPONSIBLE FOR THE DIFFERENCE IN COST BETWEEN OPEN MARKET PRICING AND CONTRACT PRICING.

CONTRACT ACCEPTANCE: BY SUBMITTING A BID THE VENDOR AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THE CONTRACT HEREIN. THIS QUOTATION IS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

WARRANTY: THE SELLER EXPRESSLY WARRANTS THAT THE GOODS COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS. THE SELLER WILL GUARANTEE TO THE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP AND THE PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN AS NEEDED BASIS. ALL ORDERS ARE TO BE RELEASED UPON RECEIPT OF A VALID DEPARTMENT PURCHASE ORDER OR BY USE OF THE DEPARTMENT CORPORATE CREDIT CARD. SIZES AND QUANTITIES WILL BE PROVIDED BY THE USING AGENCY.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
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BEADS, GLASS, SIGN AND STRIPE

THIS IS A TWO YEAR CONTRACT WITH THREE ONE YEAR RENEWALS.

STANDARD (TYPE 1) REFLECTIVE GLASS BEADS

GLASS BEADS SHALL MEET ALL THE REQUIREMENTS OF AASHTO SPECIFICATION M 247, WHEN TESTED IN ACCORDANCE WITH ASTM D-1214, WITH THE FOLLOWING GRADATION:

SIEVE	SIZE	PERCENT	PASSING
20	(0.85 MM)	100	
30	(0.60 MM)	75 - 95	
50	(0.30 MM)	15 - 35	
100	(0.15 MM)	0 - 5	

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE