**BLANKET PURCHASE ORDER**  
**STATE OF MARYLAND**

**BPO NO:** 001B9400424  
**PRINT DATE:** 05/22/19  
**PAGE:** 01

**SHIP TO:**  
AS SPECIFIED ON INDIVIDUAL ORDERS

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<th>VENDOR ID:</th>
<th>REFER QUESTIONS TO:</th>
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| DIMENSIONAL PRODUCTS INC  
2601 EMORY ROAD  
BUILDING 7  
FINKSBURG, MD  
(410) 861-8654 | IRIS LESTER BELL  
(410) 767-4612  
IRIS.LESTER@MARYLAND.GOV |

**ITB:** 05/15/20  
**EXPR DATE:** 05/15/20  
**POST DATE:** 04/30/19  
**DISCOUNT TERMS:** NET 30 DAY  
**CONTRACT AMOUNT:** 50,908.00

**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.

**THIS IS THE FINAL RENEWAL.**

AGENCY CONTRACT FOR  

VEHICLE & TRAILER MOUNTED IMPACT ATTENUATORS

**MODIFICATION #2 - PROPER LINES ADDED TO CONTACT**

AGENCY CONTACT: TIM LAWLER (410) 582-5575  
TLAWLER@SHA.STATE.MD.US  
JIM LOUKAS (410) 537-1041  
DLOUKAS@MDTA.STATE.MD.US

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**VENDOR:** DIMENSIONAL PRODUCTS, INC.  
**VENDOR FEIN:** 37-1383283  
**VENDOR PHONE:** (410) 861-8654  
**VENDOR CONTACT:** STEVE NOEL (717) 676-9564  
SNOEL@DPIHIGHWAYSYSTEMS.COM

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DESIGNATED AGENCY & ADDITIONAL USERS CLAUSE: STATE HIGHWAY ADMINISTRATION, MARYLAND TRANSPORTATION AUTHORITY, AND OTHER MARYLAND STATE AND LOCAL DIVISIONS ARE AUTHORIZED TO PURCHASE FROM THIS CONTRACT.


CONTRACT SCOPE: TO FURNISH TRAILER AND VEHICLE MOUNTED IMPACT ATTENUATORS FOR THE MARYLAND STATE HIGHWAY ADMINISTRATION AND THE MARYLAND TRANSPORTATION AUTHORITY.

THIS SOLICITATION IS FOR NEW PRODUCTS/EQUIPMENT AND MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED PRODUCTS/EQUIPMENT, INCLUDING DEMONSTRATION EQUIPMENT, WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE APPROVED BY THE USING AGENCY.

PRICE ESCALATION: THIS IS A FIRM FIXED PRICE CONTRACT IN THAT NO PRICE ESCALATION SHALL BE ALLOWED. HOWEVER, IN THE EVENT OF ANY SUCH DECREASE IN PRICE DUE TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

CONTRACT TERMINATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD AND QUANTITY SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE STATE. THE STATE MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE, UPON THIRTY (30) DAYS WRITTEN NOTICE.

OPEN MARKET CLAUSE: ANY ITEM LISTED HEREIN THAT IS NOT DELIVERED IN A TIMELY MANNER OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT, MAY BE PURCHASED ON THE OPEN MARKET BY THE USING AGENCY. THE VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE.

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Basis of Award: Contract award was made on a line by line basis based on brand for those brands listed on the SHA Qualified Products List (QPL).

Usage Report: A report must be furnished by the successful vendor every six (6) months detailing the purchase of all items on the contract. The reports shall be submitted electronically in Excel format. At a minimum, the report shall reflect the contract number, contract item by commodity code, item description, the dollar volume purchased of each item, agency identification number and the contract total. The report must be filed within thirty (30) days after the end of each reporting period. Any exception to this mandatory requirement may result in the cancellation of the award. Failure to provide the report with the minimum required information may also negate any renewal clauses. Report shall be emailed to the procurement officer at IRIS.LESTER@MARYLAND.GOV.

Warranty: The equipment requested in this solicitation shall be warranted for a minimum of one (1) year. This warranty is to cover all labor and parts for the full warranty term. Warranty period shall commence on the date of delivery and acceptance by the agency. A copy of the terms and conditions of the warranty is to be submitted with the bid.

Delivery: All products used in packing to cushion and protect during the shipment of commodities are to be made of recycled, recyclable, and/or biodegradable materials.

Quoted price to be F.O.B. destination and include all shipping, handling, and administrative charges.

Quantities: Quantities represented are estimated and are not warranted or guaranteed by the State of Maryland. The contract shall be for the actual needs of the agency and may vary appreciably from
THE STATED ESTIMATE(S). VENDOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THE SOLICITATION.

PAYMENTS: VENDOR IS TO SUBMIT INVOICES IN TRIPPLICATE, SHOW PURCHASE ORDER NUMBER ON ALL INVOICES, PACKING LISTS, SHIPPING LABELS AND ALL CORRESPONDENCE.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

CORPORATE "P" CARDS MAY BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY PURCHASES OF $5,000.00 OR LESS.

CONTRACT ACCEPTANCE: THIS BLANKET PURCHASE ORDER (BPO) IS ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819430 / MDDGS31012918) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB (#001IT819430) AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

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SAFETY BARRIERS, TRAFFIC, MOBILE: ENERGY ABSORPTION SYSTEMS, IMPACT ATTENUATORS (CRASH BARRIERS), ETC.

TRAILER MOUNTED IMPACT ATTENUATORS:

BARRIER SYSTEMS MODEL - U-MAD 100K - $21,408.00
DELIVERY LOCATION: MD SHA, ATTN TIM LAWLER, 7491 CONNELLEY DRIVE, BLDG 3, HANOVER, MARYLAND 21076

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SAFETY BARRIERS, TRAFFIC, MOBILE: ENERGY ABSORPTION SYSTEMS, IMPACT ATTENUATORS (CRASH BARRIERS), ETC.
GREGORY MODEL TTMA, COMPLETE, LESS ARROW BOARD SYSTEM – $13,000.00
UMAD TMA DUMPTRUCK MOUNTING SYSTEM (DMS), W/MOUNTING HARDWARE, WIRING, POWER PLUG AND WIRING FOR CAB CONTROL $3,915.00

FLATBED MOUNTING SYSTEM (FMS), W/MOUNTING HARDWARE, WIRING, POWER PLUG AND WIRING FOR CAB CONTROL $3,915.00

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SAFETY BARRIERS, TRAFFIC, MOBILE: ENERGY ABSORPTION SYSTEMS, IMPACT ATTENUATORS (CRASH BARRIERS), ETC.
U-MAD TMA DUMPRUCK MOUNTING SYSTEM (DMS) W/MOUNTING HARDWARE, WIRING, POWER PLUG AND WIRING FOR CAB CONTROL – $3,915.00

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FLATBED MOUNTING SYSTEM (FMS), W/MOUNTING HARDWARE, WIRING, POWER PLUG AND WIRING FOR CAB CONTROL – $3,915.00

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SAFETY BARRIERS, TRAFFIC, MOBILE: ENERGY ABSORPTION SYSTEMS, IMPACT ATTENUATORS (CRASH BARRIERS), ETC.
U-MAD TRUCK MOUNTED SYSTEM W/QUICK CONNECT SYSTEM (QCS) COMPLETE, LESS ARROW BOARD SYSTEM – $16,500.00

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<td>U-MAD 100K CUSHION ONLY TO INCLUDE, FRONT JACKS AND REAR JACK STANDS, HI-INTENSITY ORANGE AND BLACK STRIPING, LED LIGHTS AND 7 SPADE ROUND PLUG - $14,150.00</td>
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AUTHORIZED BY: ___________________________ DATE: ________________

BUYER AUTHORIZED DESIGNEE