

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B7400499

PRINT DATE: 08/11/17

PAGE: 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

QPR DIVISION OF QUIKRETE  
7322 BONNYSHIRE DR

CHATTANOOGA, TN  
(423 )553-6877

37416

### REFER QUESTIONS TO:

IRIS LESTER BELL  
(410 )767-4612  
IRIS.LESTER@MARYLAND.GOV

### ITB:

EXPR DATE: 08/31/18  
POST DATE: 05/31/17

DISCOUNT TERMS: . NET 30 DAY  
CONTRACT AMOUNT: 448,337.68

### 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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AGENCY CONTRACT FOR

PORTABLE CHANGEABLE MESSAGE SIGNS

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EXPIRATION DATE EXTENDED UNTIL 08/31/18

THIS IS THE FINAL RENEWAL OPTION.

DESIGNATED AGENCY: MARYLAND STATE HIGHWAY ADMINISTRATION

AGENCY CONTACT: TIM LAWLER (410) 582-5530

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VENDOR: THE QUIKRETE COMPANIES, DBA QPR  
VENDOR FEIN: 31-1683563  
VENDOR PHONE # 678-624-1348  
VENDOR CONTACT: ERIK HAZELL  
EHAZELL@QPRMAIL.COM

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CONTRACT DURATION AND RENEWAL OPTIONS:

THIS IS A FOUR (4) YEAR CONTRACT WITH TWO (2) ONE-YEAR RENEWAL OPTIONS

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### TERMS (cont'd):

QUESTIONS ARE DIRECTED TO TIM LAWLER AT 410-582-5530.

ORIGINAL: 001B4400637

FIRST: 001B6400408

FINAL: 001B7400499

PORTABLE VARIABLE MESSAGE SIGN

PORTABLE VARIABLE MESSAGE BOARDS

SEE SPECS SAVED AS JO2R4400028\_PORTABLEMESSAGESSPECS.DOC

### WARRANTY:

THE SUCCESSFUL VENDOR SHALL PROVIDE A MANUFACTURERS WARRANTY OF ALL COMPONENTS AND EQUIPMENT AGAINST DEFECT MATERIAL AND WORKMANSHIP FOR A MINIMUM OF 12 MONTHS FOLLOWING ACCEPTANCE BY THE AGENCY AND COVER 100 PERCENT PARTS AND LABOR. WARRANTY PERIODS SHALL BEGIN ON THE DATE OF FINAL DELIVERY AND ACCEPTANCE BY THE AUTHORITY. THE SUCCESSFUL BIDDER SHALL SUPPLY WRITTEN DOCUMENTATION THAT THE COMPLETED UNITS HAVE MET ALL APPLICABLE MARYLAND STATE AND FEDERAL MOTOR VEHICLE LAWS AT THE TIME OF DELIVERY.

### MANUALS:

THE SUCCESSFUL VENDOR SHALL PROVIDE ONE(1) SET OF PART(S), SERVICE/MAINTENANCE, AND OPERATIONS MANUALS FOR EACH UNIT UPON DELIVERY. IF THE MANUALS REFERENCED ABOVE ARE AVAILABLE ON CD-ROM, DVD-ROM MEDIA THEY SHALL BE PROVIDED IN LIEU OF PAPER COPIES.

### CERTIFICATE OF ORIGIN:

THE PURCHASING AGENCY SHALL REQUIRE A CERTIFICATE OF ORIGIN PRIOR TO PROCESSING INVOICES.

WHEN COMPLETING THE CERTIFICATE OF ORIGIN, THE PURCHASING AGENCY'S NAME AND ADDRESS SHALL BE CONFIRMED BY AWARDED VENDOR PRIOR TO SIGN DELIVERY.

### DELIVERY:

THE VENDOR SHALL STATE A FIRM DELIVERY DATE IN CALENDAR DAYS UPON RECEIPT OF AN AWARD.

FINAL DELIVERY OF ALL UNITS WILL TAKE PLACE AT THE FOLLOWING LOCATION:

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### TERMS (cont'd):

STATE HIGHWAY ADMINISTRATION  
7491 CONNELLEY DRIVE  
HANOVER, MD 21076

THE SUCCESSFUL VENDOR SHALL CONTACT FLEET MANAGER, ONE (1) WEEK PRIOR TO DELIVERY.

SUCCESSFUL VENDOR SHALL SUBMIT WARRANTY PAPERS, INVOICE AND CERTIFICATE OF ORIGIN UPON DELIVERY.

#### PAYMENT:

FOLLOWING DELIVERY AND ACCEPTANCE OF ALL EQUIPMENT AND MATERIALS, THE SUCCESSFUL VENDOR WILL SUBMIT AN ORIGINAL INVOICE TO THE FOLLOWING LOCATION:

PROGRESS PAYMENTS WILL NOT BE CONSIDERED.

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

CONTRACT TERMINATION: CONTRACTS WILL 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.

CONTRACT TERMINATION: CONTRACTS WILL 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.

USAGE REPORT: A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL.

BILLING: CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION ON ALL INVOICES; NAME OF COMPANY, ADDRESS, INCLUDING 9 DIGIT ZIP CODE, FEIN NUMBER, A CONTACT NAME AND PHONE NUMBER (INCLUDING TOLL FREE) FOR

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### **TERMS (cont'd):**

FOR PLACING ORDERS. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ORDERING: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. ORDERS WILL BE PLACED ON AN AS-NEEDED BASIS WITH THE VENDOR. PRICING INCLUDES ALL SHIPPING CHARGES TO DESTINATION (F.O.B.) FREIGHT PREPAID.

TAXES: ARTICLES CONTAINED HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION CERTIFICATE 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.

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 CONTRACTED VENDOR WILL BE CHARGED FOR ANY PRODUCT COST INCURRED BY THE STATE THAT IS IN EXCESS OF OF THE CONTRACTED PRICE.

CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) IS ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819502/MDDGS31014448) 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 AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

NONDISCRIMINATION: AS A CONDITION OF ENTERING INTO THIS AGREEMENT CONTRACTOR REPRESENTS AND WARRANTS THAT IT WILL COMPLY WITH THE THE STATE'S COMMERCIAL NONDISCRIMINATION POLICY AS DESCRIBED UNDER STATE FINANCE AND PROCUREMENT ARTICLE, TITLE 19, ANNOTATED CODE OF MARYLAND. AS PART OF THIS COMPLIANCE, CONTRACTOR MAY NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, ANCESTRY OR NATIONALITY, SEX, AGE, MARITAL STATUS, SEXUAL ORIENTATION, OR DISABILITY OR OTHER UNLAWFUL FORMS OF DISCRIMINATION IN THE SOLICITATION, HIRING, OR COMMERCIAL TREATMENT OF SUBCONTRACTORS, VENDORS, SUPPLIERS, OR COMMERCIAL CUSTOMERS, NOR SHALL CONTRACTOR RETALIATE AGAINST ANY PERSON FOR REPORTING INSTANCES OF SUCH DISCRIMINATION. CONTRACTOR SHALL PROVIDE EQUAL OPPORTUNITY FOR SUBCONTRACTORS, VENDORS, AND SUPPLIERS TO PARTICIPATE IN ALL OF ITS PUBLIC SECTOR AND PRIVATE SECTOR SUBCONTRACTING AND SUPPLY OPPORTUNITIES PROVIDED THAT THIS CLAUSE DOES NOT PROHIBIT OR LIMIT LAWFUL EFFORTS TO REMEDY THE EFFECTS OF MARKETPLACE DISCRIMINATION THAT HAVE OCCURRED OR ARE OCCURRING IN THE MARKETPLACE. CONTRACTOR UNDERSTANDS THAT A MATERIAL VIOLATION OF THIS CLAUSE SHALL BE

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### TERMS (cont'd):

CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT AND MAY RESULT IN  
TERMINATION OF THIS AGREEMENT,  
DISQUALIFICATION OF CONTRACTOR FROM PARTICIPATING IN STATE CONTRACTS,  
OR OTHER SANCTIONS. THIS CLAUSE IS NOT ENFORCEABLE BY OR FOR THE  
BENEFIT OF, AND CREATES NO OBLIGATION TO, ANY THIRD PARTY.

0001          55096-132000          LT          15,459.9200

ELECTRONIC CHANGEABLE MESSAGE SIGNS

PORTABLE VARIABLE MESSAGE SIGN

PORTABLE VARIABLE MESSAGE BOARDS

SEE SPECS SAVED AS J02R4400028\_PORTABLEMESSAGE SIGNSSPECS.DOC

CONTRACT DURATION AND RENEWAL OPTIONS:

THIS IS A FOUR (4) YEAR CONTRACT WITH TWO (2) ONE-YEAR RENEWAL OPTIONS

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

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

BUYER AUTHORIZED DESIGNEE