

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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**BPO NO:** 001B3600099

**PRINT DATE:** 09/07/23

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<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS	
<b>VENDOR ID:</b> EAST COAST EMERGENCY LIGHTING INC 200 MECO DR  MILLSTONE TOWNSHIP, NJ 08535 (732 )940-2211	<b>REFER QUESTIONS TO:</b>  ENAYATULLAH RAYHAN (410 )767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV
<b>ITB:</b>	<b>EXPR DATE:</b> 05/01/24 <b>POST DATE:</b> 08/15/22
<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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.

TO EXTEND THIS CONTRACT FOR AN ADDITIONAL SIX MONTHS STARTING FROM NOVEMBER 02, 2023, THROUGH MAY 01, 2024, AT THE SAME TERMS, CONDITIONS AND SPECIFICATIONS.

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#### STATEWIDE CONTRACT

FOR

POLICE VEHICLE EQUIPMENT & EMERGENCY VEHICLE WARINING SYSTEMS &  
LIGHTING

\*\*\*\*\*

THIS IS THE SECOND AND FINAL RENEWAL OPTION, BEGINNING 11/1/2022 THROUGH 10/31/2023 UNDER THE SAME TERMS & CONDITIONS.

THIS CONTRACT IS FOR FOUR (4) YEARS WITH TWO (2) ONE (1) YEAR RENEWAL OPTION. CONTRACT PERIOD 11/01/2017 TO 10/31/2023.

**VENDOR :** EAST COAST EMERGENCY LIGHTING, INC.  
**VENDOR CONTACT:** DAWN BAZZURN  
**VENDOR NUMBER:** 732-940-2211  
**VENDOR EMAIL:** DAWNB@ECELIGHTING.COM

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY EQUIPMENT DELIVERED AS A RESULT

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### TERMS (cont'd):

OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

#### PACKAGE:

ALL ITEMS MUST BE NEWLY MANUFACTURED AND DELIVERED IN THE MANUFACTURER'S INDIVIDUAL ORIGINAL STANDARD PACKAGE, CLEARLY MARKED AS TO PART NUMBER AND CONTENTS.

NO AFTERMARKET, REMANUFACTURED, OR RECONDITIONED PARTS SHALL BE ACCEPTED.

#### DELIVERY:

EQUIPMENT SHALL BE DELIVERED F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, WITHIN SIX (6) WEEKS OF RECEIPT OF AN AUTHORIZED PURCHASE ORDER.

NO ADDITIONAL CHARGES WILL BE ALLOWED FOR ANY TRANSPORTATION COSTS, RESULTING FROM PARTIAL SHIPMENTS MADE AT EAST COAST EMERGENCY LIGHTING INC CONVENIENCE WHEN A SINGLE SHIPMENT IS ORDERED. DELIVERY INSTRUCTIONS SHALL BE SPECIFIED BY THE ORDERING ENTITY AT THE TIME OF EACH PURCHASE.

#### CONTRACTORS PERFORMANCE:

THE STATE AGENCY HAS THE RIGHT TO MAKE THE FINAL DETERMINATION AS TO WHETHER SERVICES HAVE BEEN SATISFACTORILY COMPLETED. SHOULD ANY PORTION OF THE INSTALLATION WORK, DUE TO ANY CAUSE, NOT BE IN ACCORDANCE WITH THE SPECIFICATIONS OR IS NOT SATISFACTORILY COMPLETED, IT MAY BE REJECTED AND THE CONTRACTOR MUST MAKE A SATISFACTORY ARRANGEMENT WITH THE AGENCY.

REPLACEMENTS AND REPAIRS ON FAULTY EQUIPMENT OR ERRORS IN INSTALLATIONS SHALL BE MADE BY THE CONTRACTOR AT NO ADDITIONAL COST AND TO THE SATISFACTION OF THE AGENCY.

THE CONTRACTOR SHALL PROMPTLY CORRECT ALL WORK REJECTED BY THE AGENCY AS FAULTY, DEFECTIVE, OR FAILING TO CONFORM TO THE PRODUCT SPECIFICATIONS WHETHER OBSERVED BEFORE OR AFTER SUBSTANTIAL COMPLETION OF THE WORK AND WHETHER OR NOT INSPECTED, TESTED, REPAIRED, FABRICATED, INSTALLED, OR COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS OF CORRECTING SUCH REJECTED WORK.

THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY BREAKAGE OR LOSS OF

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### TERMS (cont'd):

THE AGENCY VEHICLES OR EQUIPMENT WHILE PERFORMING SERVICES ON THE AGENCY VEHICLES, AND SHALL BE RESPONSIBLE FOR RESTORING OR REPLACING ANY DAMAGE EQUIPMENT, VEHICLES, ETC. TO THE SATISFACTION OF THE AGENCY AND AT THE SOLE EXPENSE OF THE CONTRACTOR. ANY DAMAGES TO AGENCY VEHICLES OR EQUIPMENT RESULTING FROM SERVICES PERFORMED SHALL BE REPORTED TO THE AGENCY IMMEDIATELY.

### LETTER OF AUTHORIZATIONS:

EAST COAST EMERGENCY LIGHTING INC SHALL BE REQUIRED TO SUBMIT A CURRENT LOA EACH YEAR OF THE CONTRACT TERM, INCLUDING ANY RENEWALS. LOA'S ARE TO BE SUBMITTED TO:  
DEPARTMENT OF GENERAL SERVICES  
301 W. PRESTON ST., M-4  
BALTIMORE, MD 21201  
ATTN: MATTHEW SMITH

### WARRANTY:

EAST COAST EMERGENCY LIGHTING INC. SHALL PROVIDE THE MANUFACTURER'S STANDARD WARRANTY FOR ALL COMPONENTS AND EQUIPMENT AGAINST DEFECTS FOLLOWING ACCEPTANCE BY THE USING AGENCY. WITHIN THE WARRANTY PERIOD, THE CONTRACTOR SHALL GUARANTEE TO REPAIR AND/OR REPLACE ALL EQUIPMENT AS A RESULT OF DEFECTIVE MATERIAL AND COVER ONE HUNDRED PERCENT (100%) PARTS, LABOR AND SHIPPING. THE USING AGENCY SHALL NOT BE

REQUIRED TO DEAL WITH WARRANTY ISSUES WITH ANYONE OTHER THAN THE AUTHORIZED DEALER OR MANUFACTURER.

THE AUTHORIZED MANUFACTURER OR DEALER MUST PROVIDE A TOLL-FREE NUMBER FOR TECHNICAL SUPPORT AND WARRANTY CLAIM. IN ORDER TO MINIMIZE DOWNTIME AS A RESULT OF FAULTY COMPONENTS AND EQUIPMENT, ALL ITEMS SHIPPED TO THE MANUFACTURER UNDER WARRANTY CLAIM MUST BE REPAIRED OR REPLACED AND SHIPPED BACK TO THE USING AGENCY WITHIN 3 BUSINESS DAYS FOLLOWING RECEIPT OF THE FAULTY EQUIPMENT BY THE MANUFACTURER.

### INVOICING:

ALL INVOICES SHALL BE SENT TO THE LOCATION SPECIFIED AT THE TIME OF EACH ORDER. IN ADDITION TO THE INFORMATION REQUIRED PER SECTION B, NO. 20, ALL INVOICES MUST INCLUDE THE FOLLOWING INFORMATION:

- \* CONTRACT NUMBER
- \* AGENCY'S PURCHASE ORDER NUMBER OR FULL NAME OF THE PERSON PLACING THE ORDER IF A CREDIT CARD IS BEING USED
- \* THE MANUFACTURER'S SUGGESTED RETAIL PRICE

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### TERMS (cont'd):

- \* PERCENT OF DISCOUNT; AND
- \* DISCOUNTED PRICE FOR THE ITEM

INSTALLATION (OPTIONAL)

SEE IFB SPECIFICATION SECTION C

### USAGE REPORTS:

THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF PROCUREMENT AND LOGISTICS 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 PURCHASED, 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, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM 1309 BALTIMORE, MARYLAND 21201, ATTN: EBONY SALAKO AND LISA MCDONALD. YOU MAY EMAIL THE REPORT TO AWAWU.SALAKO@MARYLAND.GOV AND LISA.MCDONALD@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

1.

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 CUSTOMER, E.G. AS A SEPARATE LINE ITEM, FEE OR SURCHAGEE, 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, BALTO, 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 EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO

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### TERMS (cont'd):

WAWAU.SALAKO@MARYLAND.GOV.

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, WHICH EVER IS HIGHER.

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

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT820671/MDDGS31034009 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	05554-000050	EA	
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EMERGENCY LIGHT  
POLICE VEHICLE EQUIPMENT  
PRO-GARD PRODUCTS

35.10% DISCOUNT OFF MSRP

LOA VERIFIED 11/17-10/18

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0002	05554-000050	EA	
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EMERGENCY LIGHT  
EMERGENCY VEHICLE WARINING SYSTEMS & EQUIPMENT  
WHELEN ENGINEERING

50.10% DISCOUNT OFF MSRP

LOA VERIFIED 11/17-10/18

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END OF ITEM LIST

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

BUYER AUTHORIZED DESIGNEE