

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B2600281

PRINT DATE: 12/29/21

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| | |
|--|---|
| SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS | |
| VENDOR ID: OZARK MATERIALS LLC 591 GLENDALE AVE GREENVILLE, AL 36037 (334)371-2309 | REFER QUESTIONS TO: KENNEDY IYARE (410)767-4064 KENNEDY.IYARE@MARYLAND.GOV |
| ITB: | EXPR DATE: 01/03/23 POST DATE: 12/28/21 |
| | 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.

STATEWIDE CONTRACT FOR
TRAFFIC PAINT

THIS IS (2) TWO OF (3) THREE RENEWAL OPTIONS.

THE 2ND RENEWAL REFLECTS A PRICE INCREASE

OPTION TWO TERM: JANUARY 03, 2022 THROUGH JANUARY 03, 2023,
WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND
PRICE.

RENEWAL OPTIONS:

- OPTION #1: JANUARY 03, 2021 - JANUARY 03, 2022
- OPTION #2: JANUARY 03, 2022 - JANUARY 03, 2023
- OPTION #3: JANUARY 03, 2023 - JANUARY 03, 2024

VENDOR : OZARK MATERIALS LLC
VENDOR CONTACT: MR. MICHAEL DEAN
TELEPHONE# : (334) 371-2300
EMAIL ADDR : BIDS@OZARKMATERIALS.NET

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TERMS (cont'd):

PROCUREMENT OFFICER: KENNEDY IYARE
TELEPHONE #: 410-767-5139
EMAIL ADDR: KEN.IYARE@MARYLAND.GOV

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> | |
|--|----------------------|------------|------------------|--|
| 0001 | 63066-000000 | EA | 11.4900 | |
| PAINTS, TRAFFIC | | | | |
| PAINT, TRAFFIC AS PER ATTACHED SPECIFICATIONS FOR YELLOW TRAFFIC PAINT | | | | |
| 0002 | 63066-000000 | EA | 10.8900 | |
| PAINTS, TRAFFIC | | | | |
| PAINT, TRAFFIC AS PER ATTACHED SPECIFICATIONS FOR WHITE TRAFFIC PAINT | | | | |
| _____ END OF ITEM LIST _____ | | | | |

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WILL BE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

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TERMS (cont'd):

(BASIS FOR AWARD).

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

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, REYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

ELECTRONIC 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 CONTRACTS 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, MARYLAND., 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 : DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

3.
FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT 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.

C O N T R A C T

AVAILABLE TO: DESIGNATED AGENCY ONLY ()
 ALL STATE OF MARYLAND AGENCIES (X)
 STATE AGENCIES AND POLITICAL SUBDIVISIONS ()

***** LAST PAGE *****

AUTHORIZED BY: _____ DATE: _____
BUYER AUTHORIZED DESIGNEE