BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B5400209 **PRINT DATE:** 10/24/14 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1223094814
TOP SAFETY PRODUCTS COMPANY
160 MEISTER AVE
SUITE 16
BRANCHBURG, NJ 08876
(908)707-8680

REFER QUESTIONS TO:

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

ITB:

EXPR DATE: 10/25/15
POST DATE: 10/24/14

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.

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*  VEHICLE AND FACILITY FIRST AID KITS  *
*                FOR                    *
* MARYLAND STATE HIGHWAY ADMINISTRATION *
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CONTRACT PERIOD: OCTOBER 25, 2014 THRU OCTOBER 25, 2015 (1 YEARS)
**********FINAL RENEWAL ON THIS CONTRACT**********

THIS IS THE FINAL RENEWAL OPTION ON THIS CNTRACT FOR ONE (1) YEAR PERIOD AT THE SAME TERMS, CONDITIONS AND PRICES.

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT. PRICES SUBMITTED AT THE TIME OF THE BID MUST REFLECT THE POTENTIAL INCREASES THROUGH THE TERM AND THE OUT YEARS OF THE CONTRACT.

VENDOR CONTACT: RICH SCHNEIDER
PHONE #: 908-707-8680

AGENCY CONTACT:
ROBIN KOONTZ 410-582-5537 OR
COLLEEN ROBINSON 410-582-5576

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

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TERMS (cont'd):

TO MARKET CHANGE OR OTHER CONDITIONS, THE STATE OF MARYLAND SHALL BE NOTIFIED PROMPTLY AND RECEIVE SUCH DECREASE.

QUOTED PRICES ARE TO BE NET 30 DAYS F.O.B. STATE USING AUTHORITIES AND INCLUDE ALL FREIGHT/SHIPPING, HANDLING AND ADMINISTRATION CHARGES. ALL DISCOUNTS ARE TO BE DEDUCTED AND REFLECTED IN NET PRICES.

MINIMUM ORDERS:
THE MINIMUM DOLLAR VALUE OF ANY ORDER OF INDIVIDUAL REFILL ITEMS FOR DELIVERY FOB DESTINATION, TRANSPORTATION CHARGES PREPAID, AT ANY ONE TIME TO ONE DESTINATION, SHALL NOT BE LESS THAN ONE HUNDRED ($100.00) DOLLARS.

REFILL ITEMS AND PRICE LIST ATTACHED

FOR ORDERS OF INDIVIDUAL REFILL ITEMS LESS THAN ONE HUNDRED ($100.00) DOLLARS, THE VENDOR MAY ELECT TO ADD A DELIVERY CHARGE NOT TO EXCEED THE ACTUAL COST OF DELIVERY. SHIPMENT IS TO BE MADE BY THE MOST ECONOMICAL AND EXPEDITIOUS METHOD FOR PROPER DELIVERY OF THE ITEM(S).

DELIVERY:
DELIVERY IS TO BE MADE WITHIN TEN (10) CALENDAR DAYS AFTER NOTIFICATION. SHA RESERVES THE RIGHT TO BID INDIVIDUAL REQUIREMENTS SEPARATE FROM THE CONTRACT WHEN IT IS DEEMED IN THE BEST INTEREST OF THE STATE.

DELIVERY LOCATIONS ARE NOT LIMITED TO THE LOCATIONS LISTED ON THE SOLICITATION. SHA RESERVES THE RIGHT TO ADD LOCATIONS AS NECESSARY.

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.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE (3) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THRITY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

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LINE #	STATE ITEM ID	U/M	UNIT COST
0001	34532	EA	43.3300

FIRST AID CABINETS, KITS, AND REFILLS

VEHICLE FIRST AID KIT (LOGGING KIT) TSP #636-040

PER ATTACHED STATE OF MARYLAND VEHICLE_LOGGER_AND_FACILITY_FIRST_AID SPECIFICATIONS.

REFILLS MAY BE ORDERED AT THE UNIT PRICES LISTED BELOW AND ON THE ATTACHED CONTENTS LIST.

CONTENTS OF THE VEHICLE FIRST AID KIT SHALL BE AS FOLLOWS:
BANDAGE, ELASTIC STRIP, 7/8"X 3" LATEX FREE (2 @ 16 PER BOX) $.403 EA
BANDAGE, ADHESIVE, STERILE, 1"X3" (2 @ 16 PER BOX) $.746 EA
TRIANGULAR BANDAGE 40" WITH SAFETY PINS (2) .463 EA
GAUZE , ROLLED 4" X 4.1 YDS (2) .299 EA
GAUZE , ROLLED 2" X 4.1 YDS (2) .239 EA
CPR SHIELD WITH MASK (1) $1.209 EA
GLOVES, NITRILLE, SIZE XL (1 @ 2 PR PER PK) $.612 PK
INSECT STING SWABS WITH BENZOCAINE , MENTHOL (1 @ 10 PER BX) $2.09 EA
EYE WASH SOLUTION , 1 OZ. (2) $1.224 EA
COLD PACK, INSTANT, SMALL (1) $.388 EA
ADHESIVE TAPE, WATERPROOF, 1"X 5YD (1) $.672 EA
BANDAGE, KNUCKLE, 1-1/2"X 3", LATEX FREE (COMBINED W/FINGER BANDAGES)
BANDAGE, FINGER TIP, 1-3/4"X 2", LATEX FREE(1 @ 10EA TYPE) $1.164 EA
ANTIBIOTIC TRIPLE OINTMENT, PACKETS .9 GR (1 @ 10 PER BX) $1.403 EA
ANTISEPTIC WIPE PACKETS (1 @ 10 PER BX) $.358 EA
ANTI-ITCH CREAM, HYDROCORTISONE 1%, .9 GR (1 @ 10 PER BX) $2.209 EA
RESCUE BLANKET, DISPOSABLE 50"X 80" MIN. (1) $.940
FACE MASK W/ATTACHED EYE SHIELD (1) $.418
SCISSORS, 4-1/2 INCHES (1) UNIT COMBINED W/TWEEZERS
TWEEZERS, STERILE, DISPOSABLE (1) $.627 PER UNIT
BANDAGE, ACE 2" W/ CLIPS (1) $.343 EA
BANDAGE, ACE 3" W/ CLIPS (1) $.463 EA
GAUZE PAD, STERILE 4"X4" (1 @ 10 PER BX) $1.358 BX
COMBINE ABD PAD, STERILE 8"X10" (2) $.194 EA
IBUPROFEN PAIN RELIEVER, 200 MG (1 @ 15 PER BX) $1.567 BX
BUFFERED ASPIRIN, 325 MG (1 @ 15 PER BX) $.896 BX
WIRE SPLINT (1) $1.627
WATER-JEL BURN CREAM (1 @ 6 PER BX) $.820 BX

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LINE #	STATE ITEM ID	U/M	UNIT COST
0002	34532	EA	97.7500

FIRST AID CABINETS, KITS, AND REFILLS

FACILITY FIRST AID KITS TSP #640-110

PER ATTACHED STATE OF MARYLAND FACILITY_FIRST_AID KIT SPECIFICATIONS.

REFILLS MAY BE ORDERED AT THE UNIT PRICES LISTED BELOW AND ON THE ATTACHED CONTENTS LIST.

CONTENTS OF THE VEHICLE FIRST AID KIT SHALL BE AS FOLLOWS:
BANDAGE, ELASTIC STRIP, 7/8"X 3" LATEX FREE (2 @ 50 PER BX) $1.164 EA
BANDAGE, ADHESIVE, STERILE, 1"X3" (2 @ 50 PER BX) $1.761 EA
GAUZE , ROLLED 3"X 3 YARDS (3) $.299 EA
CPR SHIELD WITH MASK (1) $1.209 EA
GLOVES, NITRILE, SIZE XL (2PR) $.612 EA
EYE WASH SOLUTION, 4 OZ. (4) $1.970 EA
COLD PACK, INSTANT, SMALL (1) $.388 EA
ADHESIVE TAPE, WATERPROOF, 1"X5YD (1) $.672 EA
BANDAGE, KNUCKLE, 1-1/2"X 3", LATEX FREE (1 @ 40 PER BX) $2.149 EA.
BANDAGE, FINGER TIP, 1-3/4"X 2", LATEX FREE (2 @ 40 PER BX) $2.119 EA
ANTIBIOTIC TRIPLE OINTMENT, PACKETS .9 GR (2 @ 25 PER BX) $3.627 EA.
ANTISEPTIC WIPE PACKETS (1 @ 10 PER BX) $.358 EA
ANTI-ITCH CREAM, HYDROCORTISONE 1%, .9 GR (2 @ 25 PER BX) $2.955 EA
FACE MASK W/ATTACHED EYE SHEILD (1) $.418
SCISSORS, 4-1/2 INCHES (1) @.269
BANDAGE, ACE 3" W/ CLIPS (1) $.463
GAUZE PAD, STERILE 3"X3" (2 @ 10 PER BX) $1.209 BX.
IBUPROFEN PAIN RELIEVER, 200 MG (1 @ 50 PER BX) $5.179 BX.
BUFFERED ASPIRIN, 325 MG (1 @ 50 PER BX) $3.164 BX
BANDAGE, FABRIC, LARGE PATCH 2" X 3" (1 @ 25 PER BX) $2.209 BX
BANDAGE, FABRIC, BUTTERFLY, MEDIUM (1 @ 50 PER BX) $1.134 BX
SPLINTER OUT (1 @ 10 PER BOX) $1.493 BX
EMERGENCY FIRST AID GUIDE (1) $.500 EA
WATER-JEL BURN CREAM (1 @ 6 PER BOX) $.820 BX
TRIANGULAR BANDAGE W/PINS (1) $.463 EA
COMBINE PAD 5" X 9" (1) $.143 EA

END OF ITEM LIST

ADDITIONAL TERMS AND CONDITIONS:
THE FIRST AID KITS FURNISHED UNDER THIS SPECIFICATION SHALL BE THE

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TERMS (cont'd):

LATEST IMPROVED MODEL IN CURRENT PRODUCTION, AS OFFERED TO COMMERCIAL TRADE, AND SHALL BE OF QUALITY WORKMANSHIP AND MATERIAL. ALL PARTS SHALL CONFORM IN STRENGTH, QUALITY AND WORKMANSHIP TO THE ACCEPTED STANDARDS OF THE INDUSTRY.

THE RESPONDENT REPRESENTS THAT ALL FIRST AID KITS OFFERED SHALL BE NEW AND THE EXPIRATION DATE OF THE PRODUCTS WITHIN THE KIT AND ALL INDIVIDUAL PRODUCTS PURCHASED TO REPLENISH EXISTING KITS MUST BE AT LEAST TWO (2) YEARS IN THE FUTURE FROM THE RECEIPT OF THE FIRST AID KITS AND/OR INDIVIDUAL PRODUCTS. ALL INDIVIDUAL ITEMS MUST BE CLEARLY MARKED WITH EXPIRATION DATES OF PRODUCTS.

QUANTITIES REPRESENTED ARE BASED ON PAST YEAR'S USAGE 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). THE CONTRACTOR WILL BE ENTITLED TO NO CHANGE IN CONTRACT PRICE IF QUANTITIES ORDERED OR DELIVERED ARE MORE OR LESS THAN THE QUANTITIES ESTIMATED IN THIS SOLICITATION. ORDERS AS REQUIRED WILL BE PLACED DIRECTLY TO THE SUPPLIER BY THE USING AUTHORITIES, INDICATING DELIVERY AND BILLING INSTRUCTIONS.

DURATIONS: 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.

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 THE CONTRACTED PRICE.

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" PURCHASING CARDS WILL BE USED FOR PAYMENT FOR ALL INDIVIDUAL AGENCY CONTRACT PURCHASES OF $5,000 OR LESS.

A REPORT MUST 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. 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

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TERMS (cont'd):

CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. REPORT SHALL BE EMAILED TO THE FOLLOWING TWO (2) ADDRESSES:

MARGARET.HAJIANTONI@DGS.STATE.MD.US
HOWARD.MCLAIN@DGS.STATE.MD.US

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

(1) A COUNTY OR BALTIMORE CITY;
(2) A MUNICIPAL CORPORATION;
(3) A GOVERNMENTAL AGENCY IN THE STATE;
(4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

(I) RECEIVES STATE MONEY; AND
(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND,

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TERMS (cont'd):

(3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER $25,000" ARE INCORPORATED HEREIN BY REFERENCE.

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AUTHORIZED BY: _____ **DATE:** 10-24-14

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)