

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400176

PRINT DATE: 09/25/18

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

CRISWELL PERFORMANCE CARS INC
88 BUREAU DR

GAITHERSBURG, MD 20878
(301)948-5460

REFER QUESTIONS TO:

ALLEGRA DAYE
(410)767-4032
ALLEGRA.DAYE1@MARYLAND.GOV

ITB: 001IT820895

EXPR DATE: 09/30/19
POST DATE: 09/25/18

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.

MARYLAND STATEWIDE CONTRACT FOR

LIGHT DUTY TRUCKS MODEL YEAR 2019
VEHICLE TYPES: 6-C & 6-P

VENDOR CONTACT: SCOTT SILVERMAN

VENDOR ADDRESS: 84 BUREAU DRIVE, GAITHERSBURG, MD 20878

VENDOR PHONE: 301-948-5460 / FAX: 301-948-1381

VENDOR E-MAIL: FLEET-MAN@MSN.COM

TERM OF CONTRACT: OCTOBER 1, 2018 - SEPTEMBER 30, 2019

CONTRACT PERIOD: ONE (1) YEAR FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER COMES FIRST). THE VENDOR MUST NOTIFY THE PROCUREMENT OFFICER FOR THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES REGARDING PRODUCTION CUT-OFF DATES AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

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TERMS (cont'd):

AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.

DEALER MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. DEALER MUST ALSO POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION SALESMAN'S LICENSE. A COPY OF THE AFOREMENTIONED LICENSES MUST BE PROVIDED UPON REQUEST.

VEHICLE MUST BE DELIVERED WITH A CERTIFICATE OF ORIGIN.

DEALER WILL BE REQUIRED UPON DELIVERY TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT. OF MANAGEMENT.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLE.

TIRES: TIRES RECALLED BY ANY MANUFACTURER WILL NOT BE ACCEPTED. IF A MODEL TIRE IS RECALLED BETWEEN CONTRACT AWARD AND VEHICLE DELIVERY, IT WILL BE THE RESPONSIBILITY OF THE DEALER TO REPLACE ANY SUCH TIRES PRIOR TO DELIVERY OF THE VEHICLE.

WARRANTY INFORMATION:

BASIC YEARS: 3

BASIC MILES/KM: 36,000

DRIVETRAIN YEARS: 5

DRIVETRAIN MILES/KM: 60,000

5 YEAR / 100,000 MILE LIMITED WARRANTY EXTENSION

CORROSION YEARS: 5

CORROSION MILES/KM: UNLIMITED

ROADSIDE ASSISTANCE YEARS: 5

ROADSIDE ASSISTANCE MILES/KM: 60,000

THERE SHALL BE ZERO(-0-) DEDUCTIBLE ON THE WARRANTY.

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF VEHICLE DELIVERY.

ANY REDUCTION OF PRICES DURING THE PERIOD OF THIS CONTRACT SHALL BE

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TERMS (cont'd):

PASSED ON TO THE STATE OF MARYLAND.

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.

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 QUOTATIONS ARE TO BE NET, CASH DISCOUNTS FOR ANY PERIOD WILL NOT BE ALLOWED. PRICES QUOTED SHOULD REFLECT DELIVERY F.O.B. DESTINATION TO ANY POINT WITHIN MARYLAND FOR ALL VEHICLE TYPES.

NO TRADE-INS ARE INVOLVED. THE VENDOR WILL BE RESPONSIBLE FOR LICENSE TAG TRANSFERS FROM THE STATE VEHICLE BEING REPLACED TO THE NEW VEHICLE AT THE POINT OF DELIVERY OR MARYLAND TEMPORARY TAGS WHICHEVER IS APPLICABLE.

INVOICES SHALL ACCOMPANY THE DELIVERY OF EACH INDIVIDUAL VEHICLE. THE INVOICE DATE SHALL MATCH THE DATE THE VEHICLE WAS DELIVERED. THE RECEIVING AGENCY RESERVES THE RIGHT TO REJECT ANY DELIVERY WHERE THE INVOICE CONDITIONS ARE NOT MET.

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 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, BALTIMORE, 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 MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

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

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TERMS (cont'd):

VALUE, WHICHEVER IS HIGHER.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.
PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110
ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A)
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 OF 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 NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION
17-106 OF THE EDUCATION ARTICLE.
 - (A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC
INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS
MATERIALS UNDER THIS CONTRACT.
 - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION
TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING
POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT
TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER
STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY AS DESCRIBED
ABOVE 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) A
SHALL 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; (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 DETERMINING WHETHER OR NOT ANY ENTITY
FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A

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TERMS (cont'd):

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 \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT820895 / MDDGS31039671 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	07048-06C000	EA	18,489.0000		
VEHICLE, TYPE 6C, 1/2 TON PICK-UP TRUCK, ETHANOL					
MAKE & MODEL: RAM TRADESMAN 1500, EXTENDED CAB, 6.5' BED					
0002	07048-06C000	EA	200.0000		
VEHICLE, TYPE 6C, 1/2 TON PICK-UP TRUCK, ETHANOL					
TYPE 6-C OPTION: TOWING PACKAGE					
0003	07048-06C000	EA	3,399.0000		
VEHICLE, TYPE 6C, 1/2 TON PICK-UP TRUCK, ETHANOL					
TYPE 6-C OPTION: FOUR WHEEL DRIVE (4WD), EXTENDED CAB					

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0004	07048-06C000	EA	1,780.0000	
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VEHICLE, TYPE 6C, 1/2 TON PICK-UP TRUCK, ETHANOL

TYPE 6-C OPTION: V-8 ENGINE

5.7L HEMI V8 - NOT E85 FLEX FUEL

0005	07048-06C000	EA	331.0000	
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VEHICLE, TYPE 6C, 1/2 TON PICK-UP TRUCK, ETHANOL

TYPE 6-C OPTION: REGULAR CAB (CREDIT)

CREDIT: -\$331.00

0006	07048-06C000	EA	2,200.0000	
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VEHICLE, TYPE 6C, 1/2 TON PICK-UP TRUCK, ETHANOL

TYPE 6-C OPTION: CREW CAB

0007	07006-000000	EA		
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AUTOMOBILE

TYPE 6-C OPTION: POWER PACKAGE - POWER WINDOWS, MIRRORS & DOOR LOCKS
FOR CREW CAB.

N/C

0008	07048-06C000	EA		
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VEHICLE, TYPE 6C, 1/2 TON PICK-UP TRUCK, ETHANOL

TYPE 6-C OPTION: POWER PACKAGE - POWER WINDOWS, MIRRORS & DOOR LOCKS
FOR REGULAR CAB.

N/C

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0009	07006-000000	EA	25,299.0000	
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AUTOMOBILE

TYPE 6-P, POLICE SPECIAL SERVICES 1/2-TON PICK-UP TRUCK, FOUR
WHEEL DRIVE (4WD).

MAKE & MODEL: RAM 1500 SSV CREW CAB

0010	07006-000000	EA		
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AUTOMOBILE

TYPE 6-P OPTION: NON-TURBO

N/C

0011	07006-000000	EA		
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AUTOMOBILE

TYPE 6-P OPTION: REVERSE SENSING

N/C

END OF ITEM LIST

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

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE