

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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**BPO NO:** 001B8400164

**PRINT DATE:** 09/19/17

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> CRISWELL PERFORMANCE CARS LLC DBA CRISWELL CHRYSLER JEEP DODGE 84 BUREAU DR GAITHERSBURG, MD 20878 (301 )212-4400	<b>REFER QUESTIONS TO:</b> ALLEGRA DAYE (410 )767-4032 ALLEGRA.DAYE1@MARYLAND.GOV	
<b>ITB:</b> 001IT820667	<b>EXPR DATE:</b> 09/30/18 <b>POST DATE:</b> 09/19/17	<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.

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STATEWIDE CONTRACT

FOR

SEDANS MODEL YEAR 2018

\*\*\*\*\*  
\*\*\*\*\*

VENDOR CONTACT: SCOTT SILVERMAN

VENDOR ADDRESS: 84 BUREAU DRIVE, GAITHERSBURG, MD 20878

VENDOR PHONE: 301-948-5460

VENDOR FAX: 301-948-1381

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

TERM OF CONTRACT:

CONTRACT PERIOD: ONE (1) YEAR FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER COMES FIRST). SUCCESSFUL 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: 3 YEARS/36,000  
DRIVETRAIN: 5 YEARS/100,000  
CORROSION: 5 YEARS/UNLIMITED MILES  
ROADSIDE ASSISTANCE: 5 YEARS/60,000 MILES

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 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

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### TERMS (cont'd):

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.

#### 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 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 OF THE 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;

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### TERMS (cont'd):

- (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.
  - (B) 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 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 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 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 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" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT820667 / MDDGS31033911 INCORPORATED HEREIN BY REFERENCE.

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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	19,845.0000	
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AUTOMOBILE  
VEHICLE, TYPE 3-1, FLEX FUELED POLICE PATROL (E-85) ETHANOL (V-6,  
RWD)

VEHICLE MAKE & MODEL: DODGE CHARGER (LDDE48)

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0010	07006-000000	EA	75.0000	
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AUTOMOBILE  
TYPE 3-1, OPTION:

HEATED OUTSIDE MIRRORS

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0011	07006-000000	EA	95.0000	
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AUTOMOBILE  
TYPE 3-1, OPTION:

REAR INSIDE DOOR LOCKS AND HANDLES DEACTIVATED

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0012	07006-000000	EA	2,550.0000	
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AUTOMOBILE  
TYPE 3-1, OPTION:

LARGE SCREEN 12.5"

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0013	07006-000000	EA	4,600.0000	
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AUTOMOBILE  
TYPE 3-1, OPTION:

V-8 AWD

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0014	07006-000000	EA	2,650.0000	
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AUTOMOBILE  
TYPE 3-1, OPTION:

V-8 RWD

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0015	07006-000000	EA	600.0000	
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AUTOMOBILE  
TYPE 3-1, OPTION:

TWO (2) EXTRA KEYS

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0016	07006-000000	EA		
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AUTOMOBILE  
TYPE 3-1, OPTION:

REVERSE SENSING - NO CHARGE

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END OF ITEM LIST

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

BUYER AUTHORIZED DESIGNEE