

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400184

PRINT DATE: 10/11/18

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

HERTRICH FLEET SERVICES INC
1123 INDUSTRIAL PKWY

DENTON, MD 21629
(800)698-9825

REFER QUESTIONS TO:

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

ITB: 001IT820896

EXPR DATE: 09/30/19
POST DATE: 09/28/18

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

2019 VANS AND SUVS

VEHICLE TYPES: 9-P, 10-1, 10-C, 10-M, 10-P, 11-1, 11-C & 18-C

VENDOR CONTACT: JIM BLECKI OR SUSAN HICKEY

VENDOR ADDRESS: 1427 BAY ROAD, MILFORD, DE 19963

VENDOR PHONE: 1-800-698-9825

VENDOR E-MAIL: JBLECKI@HERTRICHFLEET.COM OR SHICKEY@HERTRICHFLEET.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). 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.

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:

VEHICLE TYPE: 9-P

BASIC: 3 YEARS/ 36,000 MILES

DRIVETRAIN: 5 YEARS/100,000

CORROSION YEARS: 5 YEARS/UNLIMITED MILES

ROADSIDE ASSISTANCE: 5 YEARS/60,000 MILES

VEHICLE TYPES: 10-1, 10-C & 10-P

BASIC: 3 YEARS/36,000 MILES

DRIVETRAIN: 5 YEARS/60,000 MILES

DRIVETRAIN (QUALIFIED FLEET PURCHASES): 5 YEARS/100,000

CORROSION YEARS (RUST-THROUGH): 6

CORROSION MILES (RUST-THROUGH): 100,000

CORROSION YEARS: 3

CORROSION MILES: 36,000

ROADSIDE ASSISTANCE YEARS: 5

ROADSIDE ASSISTANCE MILES: 60,000

ROADSIDE ASSISTANCE (QUALIFIED FLEET PURCHASES): 5 YEARS/100,000

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TERMS (cont'd):

VEHICLE TYPES: 10-M, 11-1 & 11-C

BASIC: 3 YEARS/36,000

DRIVETRAIN: 5 YEARS/60,000 MILES

CORROSION: 5 YEARS/UNLIMITED

ROADSIDE ASSISTANCE: 5 YEARS/60,000 MILES

VEHICLE TYPE: 18

BASIC: 3 YEARS/36,000 MILES

POWERTRAIN (GAS): 5 YEARS/60,000

POWERTRAIN (DIESEL): 5 YEARS/100,000

CORROSION PERFORATION: 5 YEARS/UNLIMITED MILES

SAFETY RESTRAINT WARRANTY: 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 INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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.

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TERMS (cont'd):

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;
- (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 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;

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TERMS (cont'd):

(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 \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT820896 / MDDGS31039732 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	07048-09C000	EA	28,277.0000		
VEHICLE, TYPE 9P AWD MID-SIZE UTILITY					
MAKE & MODEL: DODGE DURANGO PURSUIT V6					
0002	07048-09C000	EA	845.0000		
VEHICLE, TYPE 9P AWD MID-SIZE UTILITY					
TYPE 9-P OPTION: CLASS IV TOWING PACKAGE					
0003	07048-09C000	EA	395.0000		
VEHICLE, TYPE 9P AWD MID-SIZE UTILITY					
TYPE 9-P OPTION: BLIND SPOT AND CROSS PATH DETECTION					

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0004	07048-09C000	EA	295.0000	
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VEHICLE, TYPE 9P AWD MID-SIZE UTILITY

TYPE 9-P OPTION: SKID PLATE GROUP

0005	07048-09C000	EA	40.0000	
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VEHICLE, TYPE 9P AWD MID-SIZE UTILITY

TYPE 9-P OPTION: DAYTIME RUNNING LIGHTS

0008	07006-000000	EA	36,322.0000	
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AUTOMOBILE

VEHICLE, TYPE 10-1 FULL SIZE UTILITY VEHICLE EXTENDED (E-85) ETHANOL

MAKE & MODEL: CHEVROLET SUBURBAN

0009	07006-000000	EA		
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AUTOMOBILE

TYPE 10-1 OPTION: SPLIT BENCH W/CENTER DELETE.

STANDARD - N/C

0010	07006-000000	EA	5,363.0000	
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AUTOMOBILE

VEHICLE TYPE 10-1 OPTION: 4 WHEEL DRIVE W/SHIFT ON THE FLY

0011	07006-000000	EA	980.0000	
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AUTOMOBILE

TYPE 10-1 OPTION: TOW PACKAGE W/HD COOLING

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0012	07006-000000	EA	39,488.0000	
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AUTOMOBILE

TYPE 10-1 OPTION: 1 TON CAPABILITY

0013	07006-000000	EA	33,297.0000	
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AUTOMOBILE

TYPE 10-C - FULL-SIZE UTILITY VEHICLE W/PART-TIME FOUR (4) WHEEL
DRIVE (4X4), FLEX FUEL(E-85)

MAKE & MODEL: CHEVROLET TAHOE

0014	07006-000000	EA		
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AUTOMOBILE

TYPE 10-C OPTION: SPLIT BENCH SEAT W/CENTER DELETE

STANDARD - N/C

0017	07048-10M000	EA	25,963.0000	
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VEHICLE, TYPE 10M 4WD MID SIZE UTILITY

VEHICLE MAKE & MODEL: DODGE DURANGO SXT

0018	07048-10M000	EA	995.0000	
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VEHICLE, TYPE 10M 4WD MID SIZE UTILITY

TYPE 10-M OPTION: THIRD ROW SEAT

0021	07006-000000	EA	30,888.0000	
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AUTOMOBILE

TYPE 10-P - CERTIFIED POLICE PURSUIT FULL-SIZE UTILITY VEHICLE

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MAKE & MODEL: CHEVROLET TAHOE

0022	07006-000000	EA	4,374.0000	
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AUTOMOBILE
TYPE 10-P OPTION: 4WD (4X4) PURSUIT RATED

0023	07006-000000	EA	190.0000	
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AUTOMOBILE
TYPE 10-P OPTION: CLOTH REAR SEATS/CARPET

0024	07006-000000	EA	495.0000	
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AUTOMOBILE
TYPE 10-P OPTION: DRIVER SIDE SPOTLIGHT

0025	07006-000000	EA	250.0000	
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AUTOMOBILE
TYPE 10-P OPTION: FACTORY CONSOLE

0026	07006-000000	EA	38,487.0000	
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AUTOMOBILE
TYPE 11-1 - MOBILITY MINI-VAN

MAKE & MODEL: DODGE GRAND CARAVAN WITH BRAUN ENTERVAN ADA CONVERSION

0027	07006-000000	EA	1,375.0000	
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AUTOMOBILE
TYPE 11-1 OPTION: FOLD UP CENTER SEAT

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0028	07048-180000	EA	22,873.0000	
VEHICLE, TYPE 18, FULL SIZE 1-TON CARGO VAN				
MAKE & MODEL: FORD TRANSIT (ETHANOL (E-85))				
0029	07048-180000	EA	95.0000	
VEHICLE, TYPE 18, FULL SIZE 1-TON CARGO VAN				
TYPE 18 OPTION: REAR GLASS				
0030	07048-180000	EA	295.0000	
VEHICLE, TYPE 18, FULL SIZE 1-TON CARGO VAN				
TYPE 18 OPTION: SIDE DOOR & REAR GLASS				
0031	07048-180000	EA	450.0000	
VEHICLE, TYPE 18, FULL SIZE 1-TON CARGO VAN				
TYPE 18 OPTION: TINTED GLASS				
0032	07048-180000	EA	1,295.0000	
VEHICLE, TYPE 18, FULL SIZE 1-TON CARGO VAN				
TYPE 18 OPTION: REAR AIR CONDITIONING/HEAT				
0033	07048-180000	EA	3,995.0000	
VEHICLE, TYPE 18, FULL SIZE 1-TON CARGO VAN				
TYPE 18 OPTION: 2.8 LITER, 4-CYLINDER DIESEL ENGINE				
0034	07048-180000	EA	7,950.0000	
VEHICLE, TYPE 18, FULL SIZE 1-TON CARGO VAN				

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TYPE 18 OPTION: HIGH ROOF TOP

0035	07048-180000	EA	4,250.0000	
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VEHICLE, TYPE 18, FULL SIZE 1-TON CARGO VAN

TYPE 18 OPTION: MEDIUM ROOF TOP

0038	07006-000000	EA	22,319.0000	
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AUTOMOBILE

TYPE 11-C - MINI-VAN/WAGON, SEVEN (7) PASSENGER (FLEX FUELED E-85)

MAKE & MODEL: DODGE GRAND CARAVAN

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE