

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4400517

PRINT DATE: 10/31/15

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: K NEAL INTERNATIONAL TRUCKS INC 5000 TUXEDO RD HYATTSVILLE, MD 20781 (301)772-5100	REFER QUESTIONS TO: CHRISTINE VASILIAU (410)767-4281 CHRISTINE.VASILIAU@MARYLAND.GOV	
ITB: DGSR4400139	EXPR DATE: 03/01/17 POST DATE: 03/26/14	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.

STATEWIDE CONTRACT FOR

O.E.M. INTERNATIONAL TRUCK PARTS

REGIONS COVERED UNDER THIS CONTRACT:

-
- REGION 1 - GARRETT, ALLEGANY, WASHINGTON, & FREDERICK COUNTIES
 - REGION 2 - CARROLL COUNTY
 - REGION 3 - BALTIMORE CITY, HOWARD, BALTIMORE, CECIL, & ANNE ARUNDEL COUNTIES
 - REGION 4 - MONTGOMERY, PRINCE GEORGE'S, CALVERT, CHARLES, & ST. MARY'S COUNTIES
 - REGION 5 - HARFORD COUNTY
 - REGION 6 - KENT, QUEEN ANNE'S, CAROLINE, & TALBOT COUNTIES
 - REGION 7 - DORCHESTER, WICOMICO, SOMERSET, WORCESTER

VENDOR: K. NEAL INTERNATIONAL TRUCKS, INC.

VENDOR FEIN #: 52-1259153

VENDOR PHONE #: (301) 772-5100

VENDOR CONTACT: JOEY KMETZ

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TERMS (cont'd):

JMETZ@KNEALINTERNATIONAL.COM

O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT, REGIONS 1, 2, 3, 4, 5, 6, & 7. STATE PERCENTAGE DISCOUNT (-27%) FROM CURRENT MANUFACTURER MAJOR FLEET PRICE LIST.

CONTRACT PERIOD: MARCH 24, 2014 THROUGH MARCH 1, 2017. THIS CONTRACT IS FOR A THREE (3) YEAR PERIOD WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS UPON THE WRITTEN CONSENT OF THE USING AGENCIES, THE VENDOR, AND THE DEPARTMENT OF GENERAL SERVICES.

CONTRACT SCOPE: TO FURNISH NEW GENUINE O.E.M. FACTORY REPLACEMENT REPAIR PARTS, ACCESSORIES, AND ASSEMBLIES (UP TO AND INCLUDING ENGINES, TRANSMISSIONS, AND AXLES) FOR THE STATE FLEET OF NAVISTAR INTERNATIONAL TRUCKS.

DESIGNATED AGENCY & ADDITIONAL USERS CLAUSE: STATE HIGHWAY ADMINISTRATION, MARYLAND TRANSPORTATION AUTHORITY, AND OTHER MARYLAND STATE AND LOCAL DIVISIONS ARE AUTHORIZED TO PURCHASE FROM THIS CONTRACT.

BASIS OF AWARD: CONTRACT AWARD SHALL BE BASED ON THE HIGHEST DISCOUNT PERCENTAGE OFF THE MOST CURRENT INTERNATIONAL MAJOR FLEET PRICE INCLUDING DELIVERY BY LINE ITEM REGION(S). AWARD WILL BE MADE TO ONE (1) VENDOR FOR LINES/REGIONS 1, 2, 5, 6, & 7. THERE WILL BE TWO (2) VENDORS AWARDED LINES/REGIONS 3 & 4.

VENDOR TO PROVIDE A WEBSITE FOR PRICING TO BE CONFIRMED BY USING AGENCIES. AGENCY AND VENDOR ARE ASKED NOT TO SUBMIT OR ACCEPT ORDERS OUTSIDE OF THEIR RESPECTIVE REGION(S) UNLESS THE OPEN MARKET CLAUSE IS NECESSARY TO FULFILL THE CONTRACT.

MANDATORY USAGE REPORT: THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THIS CONTRACT, BEGINNING WITH THE START DATE, A QUARTERLY USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEM(S) DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO: DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM M-4, BALTIMORE, MD 21201, ATTN: CHRISTINE VASILIAU. REPORTS MAY BE EMAILED TO CHRISTINE.VASILIAU@MARYLAND.GOV. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE

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TERMS (cont'd):

THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

OPEN MARKET CLAUSE: THE USING AUTHORITIES MAY PURCHASE ON THE OPEN MARKET THE PRODUCTS LISTED IN THE CASE OF VENDOR FAILURE TO PROVIDE THE COMMODITY IN THE TIME FRAME PRESCRIBED IN THE CONTRACT. VENDOR WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

TAXES & PAYMENT TERMS: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE #3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION #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. PAYMENT TERMS ARE NET THIRTY (30) DAYS.

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE COMMODITIES COVERED BY THIS ORDER TO CONFORM TO THE SPECIFICATIONS, SAMPLE, OR DESCRIPTION OF PARTS (O.E.M. INTERNATIONAL TRUCK PARTS) FOR THE ORIGINALLY PURCHASED EQUIPMENT. THE SELLER SHALL GUARANTEE TO BE WARRANTED AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP, AND PRODUCT IS FIT FOR THE INTENDED PURPOSE FOR THE PERIOD SPECIFIED BY THE MANUFACTURER.

ALL EQUIPMENT DELIVERED MUST BE COMPLETELY NEW EQUIPMENT OFFERED. EQUIPMENT THAT IS USED, REFURBISHED, FACTORY REBUILT, OR NEWLY REMANUFACTURED WILL NOT BE CONSIDERED UNLESS APPROVED BY THE USING AUTHORITY.

OPEN MARKET CLAUSE: THE USING AUTHORITIES MAY PURCHASE ON THE OPEN MARKET THE PRODUCTS LISTED IN THE CASE OF VENDOR FAILURE TO THE COMMODITY IN THE TIME FRAME PRESCRIBED IN THE CONTRACT. VENDOR WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

DELIVERY: SHALL BE MADE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO REGION(S) WITHIN THE STATE OF MARYLAND WITHIN TEN (10) DAYS FOR NON-STOCK ITEMS. IN-STOCK ITEMS SHOULD BE DELIVERED THE NEXT BUSINESS DAY. VENDOR SHALL PROVIDE SERVICE FOR WILL CALL PICK-UP. EXPEDITED SHIPPING CHARGES SHALL BE THE RESPONSIBILITY OF THE USING AGENCY.

CONTRACT TERMINATION: THIS CONTRACT WILL BE TERMINATED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PRICE TO FULFILL THE CONTRACT.

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TERMS (cont'd):

CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819404) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB (#001IT819404) AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

PACKING: 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.

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED AT \$500,000.00 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY, AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED" BASIS.

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 OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOL; 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.
- (C) 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.
- (D) ALL PURCHASE 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

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TERMS (cont'd):

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 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.

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 CHRISTINE VASILIAU AT CHRISTINE.VASILIAU@MARYLAND.GOV OR THE EMM DATABASE SPECIALIST GEORGE MITCHELL AT GEORGE.MITCHELL1@MARYLAND.GOV.
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.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	06073	LT	27.0000
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O.E.M NAVISTAR INTERNATIONAL TRUCK PARTS & ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY REGION #1. STATE PERCENTAGE DISCOUNT (27%) FROM CURRENT MANUFACTURER PARTS PRICE LIST.

0002	06073	LT	27.0000
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O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT "REGION 2". STATE PERCENTAGE DISCOUNT (27%) FROM CURRENT MANUFACTURER PARTS PRICE LIST

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O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT "REGION 3". STATE PERCENTAGE DISCOUNT (27%) FROM CURRENT MANUFACTURER PARTS PRICE LIST

0004	06073	LT	27.0000
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O.EM. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT "REGION 4". STATE PERCENTAGE DISCOUNT (27%) FOR CURRENT MANUFACTURER PARTS PRICE LIST.

0005	06073	LT	27.0000
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O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT "REGION 5". STATE PERCENTAGE DISCOUNT (27%) FROM CURRENT MANUFACTURER PARTS PRICE LIST

0006	06073	LT	27.0000
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O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT "REGION 6". STATE PERCENTAGE DISCOUNT (27%) FROM LATEST MANUFACTURER PARTS PRICE LIST.

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0007	06073	LT	27.0000		

O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT "REGION 7". STATE PERCENTAGE DISCOUNT (27%) FROM CURRENT MANUFACTURER PARTS PRICE LIST.

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE