

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600286

PRINT DATE: 03/13/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

BELTWAY INTERNATIONAL TRUCKS LLC
1800 SULPHUR SPRING RD

BALTIMORE, MD 21227
(410)247-5700

REFER QUESTIONS TO:

MATTHEW SMITH
(410)767-3039
MATTHEW.SMITH2@MARYLAND.GOV

ITB: 001IT821105

EXPR DATE: 02/28/23
POST DATE: 03/12/20

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

CONTRACT SCOPE: TO FURNISH NEW GENUINE ORIGINAL EQUIPMENT REPLACEMENT PARTS, ACCESSORIES AND ASSEMBLIES UP TO AND INCLUDING ENGINES, TRANSMISSIONS AND AXLES FOR THE STATE FLEET OF NAVISTAR AND INTERNATIONAL TRUCKS. THE AREAS COVERED SHALL INCLUDE THE TRUCK CAB AND CHASSIS AND ALL COMPONENTS ASSEMBLED THEREIN REGARDLESS OF MANUFACTURER ORIGIN. ANY PART INSTALLED AT THE MANUFACTURING PLANT SHALL BE CONSTRUED AS ORIGINAL EQUIPMENT FOR THE PURPOSES OF THIS CONTRACT.

CONTRACT PERIOD: THIS CONTRACT WILL BE FOR A THREE (3) YEAR PERIOD, BEGINNING WITH THE DATE OF AWARD AND RUNNING THROUGH FEBRUARY 2, 2023 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS UPON THE WRITTEN CONSENT OF THE USING AGENCY, THE VENDOR AND THE DEPARTMENT OF GENERAL SERVICES.

RELEASE CLAUSE: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. RELEASE SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

BASIS OF AWARD: THE BASIS OF THE AWARD SHALL BE THE BEST DISCOUNT PERCENTAGE OFF OF THE MOST CURRENT MANUFACTURER'S LIST PRICE, INCLUDING DELIVERY, BY LINE ITEM DISTRICT.

DISTRICTS CONSIDERED FOR THIS SOLICITATION:

DISTRICT 1 - DORCHESTER, SOMERSET, WICOMICO, WORCESTER COUNTIES

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TERMS (cont'd):

DISTRICT 2 - CAROLINE, CECIL, KENT, QUEEN ANNE'S, TALBOT COUNTIES
DISTRICT 3 - MONTGOMERY, PRINCE GEORGE'S COUNTIES
DISTRICT 4 - BALTIMORE CITY, BALTIMORE, HARFORD COUNTIES
DISTRICT 5 - ANNE ARUNDEL, CALVERT, CHARLES, ST. MARY'S COUNTIES
DISTRICT 6 - ALLEGANY, GARRETT, WASHINGTON COUNTIES
DISTRICT 7 - CARROLL, FREDERICK, HOWARD COUNTIES

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

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY
HUNDRED TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE
CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL
FORMAT. AT 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
SHALL BE FILED WITHIN THIRTY (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. THE USAGE REPORT SHALL BE EMAILED TO:
DGS.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

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.

ORDERING PROCEDURE: THE STATE OF MARYLAND PURCHASING CARD MUST BE
ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT WITHIN PROCUREMENT
OFFICER'S LIMITATION OF \$5,000. ALL PURCHASES MADE VIA PURCHASING
CARDS MUST BE REFLECTED ON THE QUARTERLY USAGE REPORT. ORDERS ARISING
AFTER AWARD OF THIS REQUESTS SHALL ONLY BE ACCEPTED BY THE VENDOR
HOLDING THE CONTRACT FOR THAT PARTICULAR DISTRICT.

AGENCY PERSONNEL SHALL SUBMIT ORDERS TO THEIR RESPECTIVE DISTRICT
AWARDEE. AGENCY AND VENDOR ARE ASKED NOT TO SUBMIT OR ACCEPT ORDERS
OUTSIDE THEIR RESPECTIVE DISTRICT UNLESS THE OPEN MARKET CLAUSE IS
NECESSARY TO FULFILL THE CONTRACT.

DELIVERY: DELIVERY SHALL BE MADE F.O.B. DESTINATION WITHIN TWENTY-FOUR
(24) HOURS FOR IN-STOCK PARTS AND TEN (10) DAYS FOR SPECIAL ORDER
PARTS. VENDOR TO PROVIDE SERVICE FOR WILL CALL PICK-UP. EXPEDITED
SHIPPING CHARGES SHALL BE THE RESPONSIBILITY OF THE USING AGENCY.

PAYMENT TERMS: NET THIRTY (30) DAYS

TAX PAYMENT: THE STATE OF MARYLAND IS EXEMPT FROM ALL FEDERAL, STATE
AND TRANSPORTATION TAXES AND WILL NOT PAY OR REIMBURSE FOR SUCH
TAXES.

WARRANTY: THE SELLER EXPRESSLY WARRANTS THE COMMODITIES COVERED BY

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TERMS (cont'd):

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 THE 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.

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.

GENERAL CONDITIONS:

1. INVOICES ARE TO BE SUBMITTED DIRECTLY TO THE ORDERING AGENCY REFLECTING THE BLANKET PURCHASE ORDER (BPO) NUMBER, THE AGENCY PURCHASE ORDER (PO) NUMBER, QUANTITY, ITEM, UNIT PRICE, DISCOUNT, EXTENDED PRICE AND INVOICE TOTAL. VENDOR MUST INCLUDE FEIN# AND ZIP CODE OF THE COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.
2. SUBSTITUTION MAY NOT BE MADE WITHOUT PRIOR CONSENT OF THE ORDERING AGENCY.
3. VENDOR MUST BE PHYSICALLY LOCATED WITHIN THE STATE OF MARYLAND AND MUST MAINTAIN A SUFFICIENT INVENTORY TO FULFILL THE MINIMUM ORDERING REQUIREMENTS OF ANY AGENCY FROM THIS CONTRACT.
4. VENDOR SHALL ONLY ACCEPT ORDERS WITHIN THEIR AWARDED DISTRICT(S). ORDERS OUTSIDE OF THE RESPECTIVE DISTRICT(S) SHALL MEET THE OPEN MARKET CLAUSE CRITERIA OF THIS CONTRACT.

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). RELEASE SHALL BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED" BASIS.

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.

ELECTRONIC TRANSACTION FEE:

1. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G. AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL

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TERMS (cont'd):

BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO: DGS.STATEWIDECONTRACTUSAGEREPORT@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 PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

4. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

PURSUANT TO ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN SIX (6) 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.

(I) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

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

- (7) 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

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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 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 #001IT821105 / BPM017555 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	06073-ZONE1X	LT	

NAVISTAR INTERNATIONAL TRUCKS O.E.M. PARTS & ACCESSORIES, ZONE 1, FOR REPAIR AND REPLACEMENT ONLY.

O.E.M. NAVISTAR INTERNATIONAL TRUCK PARTS & ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY DISTRICT 1. STATE PERCENTAGE DISCOUNT 17% OFF EACH ITEM UNDER CURRENT MANUFACTURER PARTS PRICE LIST.

DISTRICT 1 - DORCHESTER, WICOMICO, SOMERSET, WORCESTER COUNTIES

0002	06073-ZONE2X	LT	
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O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY DISTRICT 2. STATE PERCENTAGE DISCOUNT 17% OFF EACH ITEM UNDER CURRENT MANUFACTURER PARTS PRICE LIST.

DISTRICT 2 - CECIL, KENT, QUEEN ANNE'S, CAROLINE, TALBOT COUNTIES

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0003	06073-ZONE3X	LT		
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O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY DISTRICT 3. STATE PERCENTAGE DISCOUNT 17% OFF EACH ITEM UNDER CURRENT MANUFACTURER PARTS PRICE LIST.

DISTRICT 3 - MONTGOMERY, PRINCE GEORGE'S COUNTIES

0004	06073-ZONE4X	LT		
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O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY DISTRICT 4. STATE PERCENTAGE DISCOUNT 17% OFF EACH ITEM UNDER CURRENT MANUFACTURER PARTS PRICE LIST.

DISTRICT 4 - BALTIMORE CITY, BALTIMORE, HARFORD COUNTIES

0005	06073-ZONE5X	LT		
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O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY DISTRICT 5. STATE PERCENTAGE DISCOUNT 17% OFF EACH ITEM UNDER CURRENT MANUFACTURER PARTS PRICE LIST.

DISTRICT 5 - ANNE ARUNDEL, CALVERT, CHARLES, ST. MARY'S COUNTIES

0006	06073-ZONE6X	LT		
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O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY DISTRICT 6. STATE PERCENTAGE DISCOUNT 17% OFF EACH ITEM UNDER CURRENT MANUFACTURER PARTS PRICE LIST.

DISTRICT 6 - GARRETT, ALLEGANY, WASHINGTON COUNTIES

0007	06073-ZONE7X	LT		
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O.E.M. INTERNATIONAL TRUCK PARTS AND ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY DISTRICT 7. STATE PERCENTAGE DISCOUNT 17% OFF EACH ITEM UNDER CURRENT MANUFACTURER PARTS PRICE LIST.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
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DISTRICT 7 - FREDERICK, CARROLL, HOWARD COUNTIES

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE