

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B0600299

PRINT DATE: 04/14/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

BOBS BMW

10720 GUILFORD RD

JESSUP, MD

(301)497-8949 EXT 218

20794

REFER QUESTIONS TO:

MILTON FERGUSON

(410)767-4612

ALEX.FERGUSON@MARYLAND.GOV

ITB: 001IT821090

EXPR DATE: 03/31/23

POST DATE: 03/26/20

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

BMW POLICE MOTORCYCLES

VEHICLE TYPE: CUSTOM

SOLICITATION:001IT821090/BPM017116

CONTRACT SCOPE:

THIS IS AN INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT TO
SUPPLY THE STATE OF MARYLAND AND USING AUTHORITIES BMW MOTORCYCLES.

TERM OF CONTRACT: APRIL 1, 2020 - MARCH 31, 2023 WITH TWO (2) ONE (1)
YEAR RENEWALS.

VENDOR CONTACT: BOB HENIG

VENDOR ADDRESS: 10720 GUILFORD ROAD, JESSUP, MD 20794

VENDOR PHONE: 301-497-8949 X218

VENDOR E-MAIL: BOB.HENIG@BOBSBMW.COM.

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TERMS (cont'd):

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL." ANY EQUIPMENT DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED TO THE VENDOR. AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (2) GALLONS OF FUEL. DEALER MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. DEALER MUST ALSO POSSESS A VALID STATE OF MARYLAND MVA SALESMAN'S LICENSE. A COPY OF THE AFOREMENTIONED LICENSES MUST BE PROVIDED UPON REQUEST.

BOB'S BMW SHALL SUPPLY A CERTIFICATE OF ORIGIN WITH EACH VEHICLE PURCHASED. BOB'S BMW 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 RESPONSIBLE PARTY WHICH SERVICED THE VEHICLE AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE VEHICLES. 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.

TRANSACTION FEE:

1.CONTRACTOR SHALL PAY A TRANSACTION 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 TRANSACTION 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 BE EMAILED TO: DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

3.FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT 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

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TERMS (cont'd):

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. PURCHASES BY OTHER ENTITIES: 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 NON-PUBLIC 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;
- (8) 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.

KEYS:

TO HAVE THREE KEYS (TWO LUXURY KEYS AND ONE SERVICE KEY) PROVIDED FOR EACH MOTORCYCLE AT TIME OF DELIVERY. KEYS TO CONTAIN ANTI-THEFT

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TERMS (cont'd):

SECURITY CHIP TO DISABLE IGNITION SYSTEM UNLESS THE PROPER IGNITION KEY IS UTILIZED.

WARRANTY:

THE STANDARD MANUFACTURER'S WARRANTY SHALL APPLY TO ALL MOTORCYCLES PURCHASED UNDER THIS SPECIFICATION. MANUFACTURER SHALL ALSO PROVIDE A 36 -MONTH / 60,000 MILES, NO DEDUCTIBLE LIMITED WARRANTY FOR ALL MOTORCYCLES. ANY COST FOR THIS WARRANTY SHALL BE INCLUDED IN THE BID PRICE OF THE MOTORCYCLE. THE MANUFACTURER SHALL HAVE 6,000-MILE SERVICE INTERVALS IN THE MANUFACTURER'S MAINTENANCE SCHEDULE FOR MEETING THE SERVICE REQUIREMENTS FOR OBTAINING WARRANTY SERVICE. OIL CONSUMPTION IN EXCESS OF ONE QUART PER 1,000 MILES SHALL BE CAUSE FOR WARRANTY REPAIR. WARRANTY TO BEGIN ON DATE MOTORCYCLES ARE PLACED IN SERVICE BY THE REQUESTING AUTHORITY.

ALL MOTORCYCLES MUST BE COMPLETELY SERVICED, INSPECTED, PROPERLY ADJUSTED AND ROAD TESTED BEFORE DELIVERY, INCLUDING THE PROPER FILL OF ALL FLUIDS AND LUBRICANTS. ALL MOTORCYCLES SHALL BE DELIVERED WITH A MINIMUM OF 2 GALLONS OF FUEL IN THE FUEL TANK. BATTERIES SHALL BE SERVICED AND FULLY CHARGED ON DELIVERY.

DELIVERY:

WHEN COMPLETED, THE MOTORCYCLE WILL BE DELIVERED TO THE AGENCY/REQUESTER THAT SUBMITTED THE PURCHASE REQUEST.

THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED.

PRICE ESCALATION:

ONE HUNDRED TWENTY (120) DAYS PRIOR TO THE END OF EACH YEAR OF THE CONTRACT, THE CONTRACTOR MAY REQUEST, IN WRITING, A COST ADJUSTMENT TO BE IN EFFECT FOR THE SUBSEQUENT YEARS OF THE CONTRACT. ANY PROPOSED INCREASE IN PRICE SHALL NOT EXCEED THE RATE OF INFLATION AS DETERMINED BY THE CONSUMER PRICE INDEX FOR ALL URBAN CONSUMERS (CPI-U) - U.S. CITY AVERAGE ALL ITEMS 1982-84 = 100 PUBLISHED BY THE BUREAU OF LABOR STATISTICS AT THE TIME OF THE REQUEST. THE STATE RESERVES THE RIGHT TO ADJUST THE SCOPE OF THE CONTRACT IN ORDER TO KEEP EXPENDITURES WITHIN AUTHORIZED APPROPRIATIONS.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND MUTUALLY AGREED UPON BY OFFICE OF STATE PROCUREMENT AND THE CONTRACTORS.

ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME FOR ALL

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VENDORS. OFFICE OF STATE PROCUREMENT RESERVES THE RIGHT TO RENEW ANY AND/OR ALL CONTRACTOR'S CONTRACTS. ANY CONTRACTS, WHICH ARE NOT RENEWED, WILL BE COMPETITIVELY RE-BID. UPON RENEWAL, THE EXISTING CONTRACT TERMS AND CONDITIONS WILL APPLY.

DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS CONDITIONS OF SOLICITATION #001IT821090/BPM017116 ARE INCORPRATED HEREIN BY REFERENCE.

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MOTORCYCLES

AS PER THE SPECIFICATIONS IN THE IFB FOR THE CUSTOM BMW MOTORCYCLES THE UNIT PRICE PER MOTORCYCLE WILL BE \$29,415.27.

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE