SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
AMERICAN TRUCK & BUS INC
195 DEFENSE HIGHWAY
ANNAPOLIS, MD  21401
(410) 224-8224

REFER QUESTIONS TO:
ALLEGRA DAYE
(410) 767-4032
ALLEGRA.DAYE1@MARYLAND.GOV

ITB:  EXPR DATE: 03/03/22  DISCOUNT TERMS: .  NET 30 DAY
POST DATE: 03/04/21  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
2021 VANS & SUVS
VEHICLE TYPES: 12, 14-D & 17-1-D

THE PRECEDENCE OF THE CONTRACTOR WILL BE IDENTIFIED AS PRIMARY CONTRACTOR (1ST), AND SECONDARY CONTRACTOR (2ND).

VENDOR CONTACT: JACK LEONARD

VENDOR ADDRESS: 195 DEFENSE HIGHWAY, ANNAPOLIS, MD 21401

VENDOR PHONE: 410-224-8224

VENDOR E-MAIL: JLEONARD@AMERICANSPRINTER.COM

CONTRACT TERM: ONE (1) YEAR WITH ONE (1) YEAR RENEWAL OPTION.

CONTRACT PERIOD: FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEREVER COMES FIRST). SUCCESSFUL VENDOR MUST NOTIFY THE PROCUREMENT OFFICER FOR THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES REGARDING PRODUCTION CUT-OFF AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

*** CONTINUED, NEXT PAGE ***
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:

CHRYSLER VOYAGER WARRANTY:

BASIC: 3 YEARS / 36,000 MILES
ANTI-CORROSION PERFORATION LIMITED WARRANTY:
ALL PANELS - 3 YEARS / UNLIMITED
OUTER PANELS - 5 YEARS / UNLIMITED
POWERTRAIN LIMITED WARRANTY - 5 YEARS/60,000
FEDERAL EMISSIONS WARRANTY - 2 YEARS / 24,000
FEDERAL EMISSIONS WARRANTY:
SPECIFIED COMPONENTS - 8 YEARS / 80,000

SPRINTER WARRANTY:

BASIC: 3 YEARS / 36,000 MILES
POWERTRAIN; 5 YEARS / 100,000 MILES
DIESEL ENGINE LIMITED WARRANTY: 5 YEARS / 100,000 MILES
FEDERAL EMISSIONS WARRANTY DIESEL: 5 YEARS / 100,000 MILES

THERE SHALL BE ZERO (-0-) DEDUCTIBLE ON THE WARRANTY.

*** CONTINUED, NEXT PAGE ***
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.

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;

*** CONTINUED, NEXT PAGE ***
(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.

(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 $50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION# BPM021170/001IT821203 INCORPORATED HEREIN BY REFERENCE.
### BLANKET PURCHASE ORDER
**STATE OF MARYLAND**

**BPO NO:** 001B1600377  **PRINT DATE:** 03/08/21  **PAGE:** 05

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**AUTOMOBILES AND STATION WAGONS**

**TYPE 12 MINI-VAN/WAGON, 7 PASSENGER, MOBILITY**

MAKE & MODEL: CHRYSLER VOYAGER W/BRAUN

**SECONDARY CONTRACTOR**

**AUTOMOBILES AND STATION WAGONS**

**TYPE 12 OPTION: POWER OPERATED DOORS & RAMP**

**AUTOMOBILES AND STATION WAGONS**

**TYPE 14-D FULL SIZE TWELVE (12) PASSENGER VAN/WAGON, DIESEL CUT AWAY BUS**

MAKE & MODEL: MERCEDES SPRINTER VAN MODEL F2PV44 OR M2PV44

OPTIONS INCLUDED: SLIDING DOOR (STD RIGHT SIDE), MEDIUM TOP ROOF AND CRUISE CONTROL.

**PRIMARY CONTRACTOR**

**AUTOMOBILES AND STATION WAGONS**

**TYPE 14-D OPTION: HIGH TOP ROOF**
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**AUTOMOBILES AND STATION WAGONS**

**TYPE 14-D OPTION: STEP BUMPER**

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**AUTOMOBILES AND STATION WAGONS**

**TYPE 14-D OPTION: TOWING PACKAGE**

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**AUTOMOBILES AND STATION WAGONS**

**TYPE 17-1-D - FULL SIZE 3/4-TON CARGO VAN/WAGON, AWD, DIESEL 4X4 MAKE & MODEL: MERCEDES SPRINTER VAN, 4X4, MODEL F2CA4X OR M2CA4X**

**OPTIONS INCLUDED: MEDIUM ROOF**

**SECONDARY CONTRACTOR**

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**AUTOMOBILES AND STATION WAGONS**

**TYPE 17-1-D OPTION: HIGH TOP ROOF**

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TYPE 17-1-D OPTION: DUAL REAR DOORS W/GLASS (DOORS STANDARD)

AUTOMOBILES AND STATION WAGONS
TYPE 17-1-D OPTION: TOWING PACKAGE

AUTOMOBILES AND STATION WAGONS
TYPE 17-1-D OPTION: REAR AIR CONDITIONING/HEAT

AUTOMOBILES AND STATION WAGONS
TYPE 17-1-D OPTION: FACTORY TINTED GLASS ALL AROUND

AUTOMOBILES AND STATION WAGONS
TYPE 17-1-D OPTION: STEP BUMPER

END OF ITEM LIST

******* LAST PAGE *******

AUTHORIZED BY: Tonia Wells  DATE: 3/8/2021

BUYER AUTHORIZED DESIGNEE