**STATE OF MARYLAND**

**STATEWIDE CONTRACT**

**FOR**

O.E.M GENERAL MOTORS AUTOMOTIVE REPAIR PARTS

THIS IS THE FINAL RENEWAL OPTION.

OPTION FINAL TERM: MAY 1, 2021 THROUGH APRIL 30, 2022, UNDER THE SAME TERMS, CONDITIONS, PROVISIONS, AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTIONS AGAINST CONTRACT 001B5400498.

VENDOR: DELCOLINE INC.

VENDOR CONTACT: SAM MAJIDI

SAMMAJIDI@DELCOLINE.COM

VENDOR NUMBER: 301-806-3334

DELIVERY: PRICES ARE TO BE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND.

*** CONTINUED, NEXT PAGE ***

ELECTRONIC PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT 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: DGS. STATEWIDECONTRACTSUSAGEREPORT@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.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF 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
TERMS (cont'd):

(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 OR APPROVAL FOR 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 NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

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.

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 NOT 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 (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER 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.


ALL COSTS AND EXPENSES OF COMPLYING WITH THIS PROVISION SHALL BE BORNE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE STATE.

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**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

**BPO NO:** 001B1600402  
**PRINT DATE:** 03/26/21  
**PAGE:** 04

**TERMS (cont’d):**

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.

contract acceptance: this blanket purchase order (bpo) issued as a result of the invitation to bid (itb #001it819636) 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 (#001it819636) and are incorporated herein and made a part of this bpo.

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O.E.M. GENERAL MOTOR AUTOMOTIVE PARTS & ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY REGION #1. STATE PERCENTAGE DISCOUNT(35%) FROM CURRENT MANUFACTURER SUGGESTED RETAIL PRICE.

O.E.M. GENERAL MOTOR AUTOMOTIVE PARTS & ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY REGION #2. STATE PERCENTAGE DISCOUNT(35%) FROM CURRENT MANUFACTURER SUGGESTED RETAIL PRICE.

O.E.M. GENERAL MOTOR AUTOMOTIVE PARTS & ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY REGION 3. STATE PERCENTAGE DISCOUNT(35%) FROM

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CURRENT MANUFACTURER SUGGESTED RETAIL PRICE.

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O.E.M. GENERAL MOTOR AUTOMOTIVE PARTS & ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY REGION 4. STATE PERCENTAGE DISCOUNT(35%) FROM CURRENT MANUFACTURER SUGGESTED RETAIL PRICE.

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O.E.M. GENERAL MOTOR AUTOMOTIVE PARTS & ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY REGION 5. STATE PERCENTAGE DISCOUNT(35%) FROM CURRENT MANUFACTURER SUGGESTED RETAIL PRICE.

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REPLACEMENT PARTS FOR INTERNATIONAL HARVESTER
O.E.M. GENERAL MOTOR AUTOMOTIVE PARTS & ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY REGION 6. STATE PERCENTAGE DISCOUNT(35%) FROM CURRENT MANUFACTURER SUGGESTED RETAIL PRICE.

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O.E.M. GENERAL MOTOR AUTOMOTIVE PARTS & ACCESSORIES FOR REPAIR AND REPLACEMENT ONLY REGION 7. STATE PERCENTAGE DISCOUNT(35%) FROM CURRENT MANUFACTURER SUGGESTED RETAIL PRICE.

END OF ITEM LIST