

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B1600501

**PRINT DATE:** 07/27/21

**PAGE:** 01

<b>SHIP TO:</b> AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> BELTWAY INTERNATIONAL TRUCKS LLC 1800 SULPHUR SPRING RD  BALTIMORE, MD 21227 (410 )247-5700	<b>REFER QUESTIONS TO:</b>  MIKE MYERS (410 )767-4600 MIKE.MYERS@MARYLAND.GOV	
<b>ITB:</b>	<b>EXPR DATE:</b> 08/01/24 <b>POST DATE:</b> 07/23/21	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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.

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INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA)  
FOR

STATEWIDE CLASS 4-8 CHASSIS WITH RELATED EQUIPMENT,  
ACCESSORIES AND SERVICES- SOURCEWELL CONTRACT NO. 060920  
INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ)

\*\*\*\*\*

CONTRACT START DATE: 08/01/2021  
CONTRACT EXPIRATION DATE: AUGUST 01, 2024  
RENEWAL OPTION(S): ONE (1) YEAR RENEWAL OPTION

\*\*\*\*\*

THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA), WITH ONE (1) YEAR RENEWAL OPTION.

\*\*\*\*\*

SCOPE OF WORK: THIS IS AN INTER-GOVERNMENTAL PURCHASING AGREEMENT (ICPA) INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT IN ACCORDANCE WITH SOURCEWELL CONTRACT NO. 060920 TO PROVIDE CLASS 48 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES AND SERVICES TO THE STATE OF MARYLAND AND ITS USING AGENCIES.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR: BELTWAY INTERNATIONAL, LLC  
VENDOR NAME: KEVIN LAGENFELDER

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### TERMS (cont'd):

VENDOR ADDRESS:410-247-5700 X3823  
VENDOR EMAIL:KEVIN.LANGERFELDER@BELTWAYCOMPANIES.COM

CONTRACT REQUIREMENTS:  
QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY  
MINIMUM OR MAXIMUM GUARANTEE.

CONTRACTOR BEARS THE REISK 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.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR  
SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A  
SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND  
CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER  
AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH  
ORDER.

### DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION  
SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE  
TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES  
BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN  
WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE  
HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS,  
EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE  
SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR  
PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR  
TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT  
IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION  
SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE  
PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED  
MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT  
MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY  
EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF  
ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS  
PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. 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:

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### TERMS (cont'd):

- (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 OR 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) NONPUBLIC 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 POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

(D) ALL PURCHASES UNDER THIS CONTRACT BY THE 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.

(E) 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 BEEN FORCED AGAINST THE STATE OF MARYLAND.

### ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF \$400.00 PER UNIT. THE ELECTRONIC TRANSACTION

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### TERMS (cont'd):

FEE IS APPLIED TO ALL SALES TRANSACTED UNDER THE SOURCEWELL 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 BE INCLUDED IN THE CONTRACT'S UNIT PRICE.

B. THE ELECTRONIC 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.

FAILURE TO REMIT TRANSACTION 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.

PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE \$400.00 ELECTRONIC TRANSACTION FEE.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER.

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

### USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY

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### TERMS (cont'd):

HUNDRED TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS 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 EXCEPTIONS 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.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.

### INVOICES:

CONTRACTOR SHALL INCLUDE THE FOLLOWING INFORMATION ON ALL INVOICES:

- 1) NAME OF COMPANY
  - 2) ADDRESS TO INCLUDE THE 9 DIGIT ZIP CODE,
  - 3) FEIN NUMBER,
  - 4) THE NAME OF THE CONTACT PERSON,
- \*INCLUDE THE PHONE NUMBER (INCLUDING TOLL FREE) FOR PLACING ORDERS

FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

### MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

### BPO AS CONTRACT

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200,000.00.

AS USED IN THIS PROVISION, A BID REFERS TO A BID SUBMITTED UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFER SUBMITTED UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS.

AS USED IN THIS PROVISION, A BIDDER REFERS TO A BIDDER UNDER COMPETITIVE SEALED BIDDING AND TO AN OFFEROR UNDER COMPETITIVE SEALED PROPOSALS.

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### TERMS (cont'd):

AS USED IN THIS PROVISION, A SOLICITATION MEANS AN INVITATION TO BID, A REQUEST FOR PROPOSALS, OR ANY OTHER DOCUMENT REQUESTING BIDS OR PROPOSALS FOR PROCUREMENT BY THE DEPARTMENT.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AT THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

IN THE EVENT OF A CONFLICT BETWEEN PROVISIONS OF THE CONTRACT DOCUMENTS, THE CONTROLLING PROVISIONS SHALL BE, IN THE FOLLOWING ORDER, THOSE OF:

THE BPO; THEN

THE SOLICITATION; AND THEN

THE BID.

\*\*\*\*\*  
PRICING FOR CONTRACT NO. 060920-NVS OFFERS SOURCEWELL PARTICIPATING AGENCIES THE FOLLOWING DISCOUNTS:

-34.5% TO 54% OFF LIST PRICE FOR MV, HV, HX, RH, LT SERIES AND LONESTAR MODELS. DISCOUNT IS MODEL SPECIFIC

-\$6,000 TO \$9,000 OFF LIST PRICE ON CV SERIES DEPENDING ON CONFIGURATION

-ADDITIONAL VOLUME DISCOUNTS ARE ALSO AVAILABLE

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### TERMS (cont'd):

-INTERNATIONAL DEALER NETWORK HAS ABILITY TO WORK WITH UPFIT/BODY PROVIDERS

PRICING FOR CONTRACT #060920-NVS OFFERS SOURCEWELL PARTICIPATING AGENCIES THE FOLLOWING DISCOUNTS:

- 1) 34.5% TO 54% OFF LIST PRICE FOR MV, HV, HX, RH, LT SERIES AND LONESTAR MODELS. DISCOUNT IS MODEL SPECIFIC
- 2) \$6,000 TO \$9,000 OFF LIST PRICE ON CV SERIES DEPENDING ON CONFIGURATION
- 3) ADDITIONAL VOLUME DISCOUNTS ARE ALSO AVAILABLE
- 4) INTERNATIONAL DEALER NETWORK HAS ABILITY TO WORK WITH UPFIT/BODY PROVIDERS

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PARTS

\_\_\_\_\_ END OF ITEM LIST \_\_\_\_\_

THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE REQUEST FOR PROPOSALS (RFP) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS OR OPTIONS ISSUED RELEVANT TO THE RFP OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND SPECIFICATIONS ISSUED WITH THE RFP AND ARE INCORPORATED IN AND MADE PART OF THE BPO.

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE