**BLANKET PURCHASE ORDER**

STATE OF MARYLAND

BPO NO: 001B2600019 PRINT DATE: 08/04/21 PAGE: 01

**SHIP TO:**

AS SPECIFIED ON INDIVIDUAL ORDERS

<table>
<thead>
<tr>
<th>VENDOR ID:</th>
<th>REFER QUESTIONS TO:</th>
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</thead>
<tbody>
<tr>
<td>APPLE FORD 8800 STANFORD BLVD COLUMBIA, MD 21045 (800) 673-2466</td>
<td>ALLEGRA DAYE (410) 767-4032 <a href="mailto:ALLEGRA.DAYE1@MARYLAND.GOV">ALLEGRA.DAYE1@MARYLAND.GOV</a></td>
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<tr>
<th>ITB:</th>
<th>EXPR DATE: 08/31/22</th>
<th>DISCOUNT TERMS:</th>
<th>NET 30 DAY CONTRACT AMOUNT: .00</th>
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<tr>
<td></td>
<td>POST DATE: 07/28/21</td>
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**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 DUMP TRUCKS (SMALL)

THIS IS THE FINAL RENEWAL OPTION AGAINST CONTRACT 001B8400149.

OPTION FINAL TERM: SEPTEMBER 01, 2021 THROUGH AUGUST 31, 2022, UNDER THE SAME TERMS, CONDITIONS, AND PROVISIONS.

THIS IS A STATEWIDE CONTRACT FOR DUMP TRUCKS SMALL (CREW CAB 4X4 TRUCK CHASSIS W/3 CUBIC YARD AND STAKE BODY W/SNOW PLOW.

VENDOR: APPLE FORD, INC.
VENDOR CONTACT: JUSTIN SKIPPER
VENDOR NUMBER: 443-539-1223
VENDOR EMAIL: JSKIPPER@APPLEFORD.COM

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE

*** CONTINUED, NEXT PAGE ***
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 AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

MANUALS:

APPLE FORD LINCOLN SHALL FURNISH A TOTAL OF ONE- (1) OPERATORS MANUAL, - ONE (1) MAINTENANCE/SERVICE AND ONE (1) PARTS MANUAL PER TRUCK TO THE STATE ORDERING AGENCY WITH EACH UNIT AT THE TIME OF DELIVERY OF THE VEHICLES. IF THE MAINTENANCE/SERVICE AND PARTS MANUALS REQUESTED ARE AVAILABLE ON CD-ROM OR DVD, THIS SHALL BE SUPPLIED IN LIEU OF THE PAPER MANUALS.
ONE OPERATORS & PARTS MANUAL SHALL BE SUPPLIED TO THE ORDERING AGENCY AT THE TIME OF DELIVERY OF COMPLETED TRUCKS.

WARRANTY:

APPLE FORD LINCOLN SHALL PROVIDE WARRANTY THE MANUFACTURE WARRANTY TO THE TRUCK AS FORMENTIONED IN THE SOLICITATION.

CERTIFICATE OF ORGIN:

APPLE FORD LINCOLN SHALL SUPPLY A CERTIFICATE OF ORGIN BEFORE THE PROCESSING OF INVOICES, WHEN COMPLETING THE CERTIFICATE OF ORGIN, DISTRIBUTOR-DEALER ASSIGNMENT SECTION THAT THE PURCHASER'S ADDRESS.

CERTIFICATE INFORMATION AND INVOICING MAY BE CONFIRMED WITH THE ORDERING AGENCY.

INVOICES SHALL ACCOMPANY THE DELIVERY OF EACH INDIVIDUAL TRUCK. THE INVOICE DATE SHALL MATCH THE DATE OF TRUCK WAS DELIVERED. THE ORDERING AGENCY RESERVES THE RIGHT TO REJECT ANY DELIVERY WHERE THE INVOICE CONDITIONS ARE NOT MET.

DELIVERY:

COMPLETED TRUCKS SHALL BE DELIVERED FOB DESTINATION TO THE ORDERING AGENCY ADDRESS.

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. ORDER AS REQUIRED WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITY INDICATING DELIVERY AND BILLING INSTRUCTIONS.

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USAGE REPORT:

THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES
OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO
REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE
OF STATE AGENCIES. UNDER THE TERMS OF THE CONTRACT EVERY SIX MONTHS,
BEGINNING WITH THE "START DATE" A USAGE REPORT SHOULD BE SUBMITTED TO
THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A
SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT
NUMBER, ITEMS DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT,
NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER
CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE
SEND YOUR REPORT TO DEPARTMENT OF GENERAL SERVICES, OFFICE OF
PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM 1309
BALTIMORE, MARYLAND 21201, YOU MAY EMAIL THE REPORT TO:
DGS.STATEWIDECONTRACTSUSAGEREPORT.MARYLAND.GOV. THE REPORT IS DUE
WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE
THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE
CONTRACT MAY BE TERMINATED IMMEDIATELY.

1% PROCESSING FEE

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF
   (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
   PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SER
   VICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309,
   BALTO, 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 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

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TERMS (cont’d):

THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER $25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT820676/MDDGS31034120 INCORPORATED HEREIN BY REFERENCE.

0001  06830-10015A    EA   84,845.0000

DUMP TRUCK, 1 1/2 TON, PER THE ATTACHED SPECIFICATIONS COMPLETE WITH THE FOLLOWING:
DUMP TRUCK, CREW CAB 4X4 TRUCK CHASSIS W/3 CUBIC YARD DUMP

0002  06830-10015A    EA   58,649.0000

DUMP TRUCK, 1 1/2 TON, PER THE ATTACHED SPECIFICATIONS COMPLETE WITH THE FOLLOWING:
DUMP TRUCK CAB STAKE BODY WITH SNOW PLOW

__________ END OF ITEM LIST ____________

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AUTHORIZED BY: __________________________ DATE: ______________