

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B2600306

PRINT DATE: 01/11/22

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

CRISWELL CHEVROLET INC
503 QUINCE ORCHARD RD

GAITHERSBURG, MD 20878
(301)948-5460

REFER QUESTIONS TO:

ALLEGRA DAYE
(410)767-4032
ALLEGRA.DAYE1@MARYLAND.GOV

ITB:

EXPR DATE: 02/09/23
POST DATE: 01/10/22

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.

MARYLAND STATEWIDE CONTRACT
FOR
2021 SEDANS
VEHICLE TYPE: 1-E

THIS IS THE FINAL RENEWAL OPTION

OPTION FINAL TERM: FEBRUARY 10, 2022 THROUGH FEBRUARY 09, 2023, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTIONS AGAINST CONTRACT 001B2600343.

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

VENDOR CONTACT: SCOTT SILVERMAN

VENDOR ADDRESS: 503 QUINCE ROAD, GAITHERSBURG, MD 20878

VENDOR PHONE: 301-948-5460

VENDOR E-MAIL: FLEET-MAN@MSN.COM

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TERMS (cont'd):

CONTRACT PERIOD: FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER 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.

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. 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:

BASIC YEARS: 3

BASIC MILES/KM: 36,000

DRIVETRAIN YEARS: 5

DRIVETRAIN MILES/KM: 60,000

DRIVETRAIN NOTE: QUALIFIED FLEET PURCHASES: 5 YEARS/100,000 MILES

CORROSION YEARS (RUST-THROUGH): 6

CORROSION YEARS: 3

CORROSION MILES/KM (RUST-THROUGH): 100,000

CORROSION MILES/KM: 36,000

HYBRID/ELECTRIC COMPONENTS YEARS: 8

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TERMS (cont'd):

HYBRID/ELECTRIC COMPONENTS MILES/KM: 100,000
ROADSIDE ASSISTANCE YEARS: 5
ROADSIDE ASSISTANCE MILES/KM: 60,000
ROADSIDE ASSISTANCE NOTE: QUALIFIED FLEET PURCHASES: 5 YEARS/100,000
MILES
MAINTENANCE NOTE: 1 YEAR/1 VISIT

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

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 : DGS.STATEWIDECONTRACTSUSAGE
REPORT@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.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:

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TERMS (cont'd):

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.
 - (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC
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; (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.

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FMIS-5 (4/96)