

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600213

PRINT DATE: 12/14/22

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

BELTWAY INTERNATIONAL TRUCKS LLC
1800 SULPHUR SPRING RD

BALTIMORE, MD 21227
(410)247-5700

REFER QUESTIONS TO:

MONICA FRANKLIN
(410)767-4497
MONICA.FRANKLIN1@MARYLAND.GOV

ITB:

EXPR DATE: 02/28/24
POST DATE: 12/02/22

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.

STATEWIDE CONTRACT
FOR

TRUCK CAB & CHASSIS WITH TOW TRUCK BODY ASSEMBLY

THIS IS A STATEWIDE CONTRACT FOR TRUCK CAB AND CHASSIS WITH TOW TRUCK BODY ASSEMBLY.

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS.

OPTION ONE TERM: MARCH 1, 2023 THROUGH FEBRUARY 28, 2024, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

VENDOR CONTACT: KEVIN LANGENFELDER

VENDOR ADDRESS: 1800 SULPHUR SPRING ROAD, BALTIMORE, MD 21227

VENDOR PHONE: 410-247-8690

VENDOR EMAIL: KEVIN.LAGENFELDER@BELTWAYCOMPANIES.COM

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

AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF FUEL.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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PRINT DATE: 12/14/22

PAGE: 02

TERMS (cont'd):

DEALER MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. DEALER MUST ALSO POSSESS A VALID STATE OF MARYLAND MVA SALESMAN'S LICENSE. A COPY OF THE AFOREMENTIONED LICENSES MUST BE PROVIDED UPON REQUEST.

BELTWAY INTERNATIONAL SHALL SUPPLY A CERTIFICATE OF ORIGIN WITH EACH VEHICLE PURCHASED. BELTWAY INTERNATIONAL 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 RESPONSIBLE PARTY WHICH SERVICED THE VEHICLE AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE VEHICLES.

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.

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 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 REQUIREMENT 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 PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

PURCHASES BY OTHER ENTITIES: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS. PURSUANT TO THE STATE FINANCE AND PROCUREMENT

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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BPO NO: 001B3600213

PRINT DATE: 12/14/22

PAGE: 03

TERMS (cont'd):

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.

(A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC 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.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT821100 / BPM018061 INCORPORATED HEREIN BY REFERENCE.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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PRINT DATE: 12/14/22

PAGE: 04

TERMS (cont'd):

PRICE ESCALATION:

1.CONTRACT PRICE MAY BE ADJUSTED ANNUALLY BEGINNING TWELVE (12) MONTHS AFTER THE CONTRACT EFFECTIVE DATE. ALL PRICE ADJUSTMENTS SHALL BE BASED ON THE PERCENT CHANGE, (UP OR DOWN,) OF THE MSRP, OR THE FOLLOWING PRODUCERS PRICE INDEX (PPI,) WHICHEVER IS THE LOWEST:
AUTOMOBILE, LIGHT TRUCK AND UTILITY VEHICLE MANUFACTURE: PCU33611033
6110

HEAVY DUTY TRUCK MFG., TRUCKS, TRUCK TRACTORS AND BUS CHASSIS
(CHASSIS IS OF OWN MANUFACTURE): 14,001 - 33,000 LBS: PCU3361203361201

HEAVY DUTY TRUCK MFG., TRUCKS, TRUCK TRACTORS AND BUS CHASSIS,
(CHASSIS IS OF OWN MANUFACTURE): 33,001 LBS OR MORE:
PCU3361203361202.

IF A CHASSIS OR BODY MANUFACTURER HAS A PROPOSED PERCENT PRICE CHANGE THAT EXCEEDS THE PPI, THE AWARDED VENDOR MAY BE PERMITTED TO USE THE MSRP PERCENTAGE CHANGE AS A MAXIMUM PENDING DEPARTMENT OF GENERAL SERVICES APPROVAL. MSRP PERCENT CHANGES SHALL BE VERIFIED BY THE CHASSIS OR BODY MANUFACTURE IN THE FORM OF A LETTER ON THE MANUFACTURER'S LETTERHEAD OR OTHER PUBLICATION. PRICE ADJUSTMENTS SHALL CORRELATE WITH THE PPI AS PUBLISHED BY THE U.S. DEPARTMENT OF LABOR, BUREAU OF LABOR STATISTICS. THESE REPORTS ARE ACCESSIBLE AT [HTTP://WWW.BLS.GOV/DATA/](http://www.bls.gov/data/)

WHEN REQUESTING A PRICE ADJUSTMENT, THE AWARDED VENDOR MUST SUBMIT THEIR JUSTIFICATION IN WRITING TO THE PROCUREMENT OFFICE AND CONTRACT MANAGER IDENTIFIED ON THE KEY INFORMATION SUMMARY SHEET. THE REQUEST SHALL DETAIL THE REASONS FOR THE PRICE ADJUSTMENT AND DEMONSTRATE THE CALCULABLE CHANGE IN PPI OR MSRP FOR THE DURATION OF MONTHS ON THE CURRENT CONTRACT, PRIOR TO THE PRICE THAT SUPPORTS A PRICE ADJUSTMENT. THE REQUESTED ADJUSTMENT FOR A PRICE CHANGE MAY NOT EXCEED THE PERCENTAGE CHANGE OF THE PPI FOR THE PRECEDING TWELVE (12) MONTHS PRIOR TO THE ADJUSTMENT OR THE MSRP PERCENTAGE CHANGE.

THE PRICE ADJUSTMENT JUSTIFICATION MUST BE SUBMITTED TO THE PROCUREMENT OFFICER AND CONTRACT MANAGER NO LESS THAN FORTY-FIVE (45) DAYS PRIOR TO ANNUAL CONTRACT EFFECTIVE DATE TO HAVE THE PRICE ADJUSTMENT REVIEWED. ANY APPROVED PRICE ADJUSTMENT WILL BE EFFECTIVE FOR NEW ORDERS PLACED BY THE AGENCY ON OR AFTER THE EFFECTIVE DATE OF THE ADJUSTMENT AS APPROVED BY THE DEPARTMENT OF GENERAL SERVICES.

THE DEPARTMENT OF GENERAL SERVICES AND THE PURCHASING AGENCY RESERVE THE EXCLUSIVE RIGHT TO ACCEPT OR REJECT ANY REQUEST FOR PRICE ADJUSTMENTS. PRICE ADJUSTMENTS MAY BE EFFECTIVE ONLY UPON WRITTEN APPROVAL BY THE DEPARTMENT OF GENERAL SERVICES AND MAY NOT BE APPLIED

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

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

BPO NO: 001B3600213

PRINT DATE: 12/14/22

PAGE: 05

TERMS (cont'd):

RETROACTIVELY.

FAILURE TO SUBMIT THE PRICE ADJUSTMENT JUSTIFICATION AND ALL
SUPPORTING DOCUMENTATION WITHIN THE TIMEFRAME INDICATED WILL BE
REJECTED AND THE CONTRACT PRICE AS INITIALLY AWARDED WILL REMAIN IN
EFFECT.

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WRECKER
CHART WRECKER VEHICLE

END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE