

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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**BPO NO:** 001B3600357

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<b>SHIP TO:</b>  AS SPECIFIED ON INDIVIDUAL ORDERS	
<b>VENDOR ID:</b> THE BALTIMORE AUTO SUPPLY COMPANY 1401 PARKER ROAD  BALTIMORE, MD 21227 (410 )536-9100	<b>REFER QUESTIONS TO:</b>  DAVID RENFRO (410 )767-7064 DAVID.RENFRO@MARYLAND.GOV
<b>ITB:</b>	<b>EXPR DATE:</b> 05/01/26 <b>POST DATE:</b> 04/11/23
<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.

\*\*\*\*\*  
\* STATEWIDE CONTRACT FOR \*  
\* NON-OEM \*  
\* AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT, MEDIUM, AND \*  
\* HEAVY DUTY VEHICLES, AND RELATED SERVICES \*  
\* \*  
\*\*\*\*\*

.  
\*\*\*\*\*  
THE DISCOUNT LIST IS ATTACHED TO THE CONTRACT ON  
THE DGS WEBSITE AT THE FOLLOWING EMAIL ADDRESS:  
[HTTPS://DGS.MARYLAND.GOV/PAGES/PROCUREMENT/BIDSAWARDS.ASPX](https://dgs.maryland.gov/pages/procurement/bidsawards.aspx)  
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THIS IS A STATEWIDE CONTRACT FOR NON-OEM AUTO PARTS AND ACCESSORIES  
FOR THE STATE OF MARYLAND FACILITIES.

.  
TERM OF CONTRACT: THREE (3) YEARS W/TWO (2) ONE (1) YEAR RENEWALS

.  
BASE TERM: MAY 1, 2023 THROUGH APRIL 20, 2026  
OPTION YEAR ONE MAY 1, 2026, THROUGH APRIL 30, 2027  
OPTION YEAR TWO: MAY, 1, 2027, THROUGH APRIL 30, 2028

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### TERMS (cont'd):

VENDOR: THE BALTIMORE AUTO SUPPLY COMPANY  
VENDOR CONTACT: HERMAN BERLIN  
VENDOR NUMBER: 410-536-9100  
VENDOR EMAIL:HERMANBERLIN@VERIZON.NET

TO FURNISH NON-ORIGINAL EQUIPMENT MANUFACTURED ("NON O.E.M.") FOR ALL BRANDS OF AUTOMOTIVE PARTS AND ACCESSORIES FOR THE STATE OF MARYLAND REGIONS LISTED BELOW. ITEMS DELIVERED UNDER THIS CONTRACT SHALL BE NEW, OR LATEST MODEL EQUIPMENT. USED, REFURBISHED, OR REMANUFACTURED EQUIPMENT SHALL NOT BE ACCEPTED. ORIGINAL EQUIPMENT SHALL NOT BE ACCEPTED. ORIGINAL EQUIPMENT MANUFACTURER PARTS (O.E.M.) WILL NOT BE ACCEPTED FOR THIS CONTRACT.

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT.

PARTS CATEGORIES UNDER THIS CONTRACT	DISCOUNT
ACCESSORIES	60.00%
ALTERNATORS & STARTERS	53.00%
BATTERIES	45.00%
BEARINGS (BALL & ROLLERS)	53.00%
BELTS, HOSES, CLAMPS	68.00%
BRAKE HYDS	60.00%
BRAKES (CALIPERS)	54.00%
BRAKES (DRUMS & ROTORS)	68.00%
BRAKES (PADS & SHOES)	60.00%
BRASS FITTINGS	70.00%
CAPS & THERMOSTATS	72.00%
CHEMICALS	35.00%
COOLANT/ANTIFREEZE	55.00%
DRIVE LINE	60.00%
ELECTRIC & EMISSION	60.00%
ELECTRICAL & IGNITION	60.00%
EMISSIONS & EXHAUST	69.00%
ENGINE COMPONENTS	59.00%
ENGINE MOUNTS	70.00%
EQUIPMENT	37.00%
FILTERS (AIR, FUEL, OIL)	76.00%
FUEL TANKS	42.00%

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### TERMS (cont'd):

GASKETS & SEALS	50.00%
HEATING & AIR CONDITIONING	45.00%
LAMPS, LIGHTING, MIRRORS	66.00%
MISCELLANEOUS	30.00%
OIL DRY	50.00%
PERFORMANCE PRODUCTS	50.00%
POWER STEERING PUMPS	60.00%
PUMPS (FUEL & WATER)	54.00%
REFERENCE	30.00%
REMANUFACTURED ENGINES & TRANSMISSIONS	26.00%
SMALL ENGINES	30.00%
SPARK PLUGS	63.00%
STEERING & SUSPENSION	65.00%
TOWING	50.00%
UNIVERSAL JOINTS	54.00%
WHEEL ACCESSORIES	60.00%
WIPERS	73.00%

.  
THIS CONTRACT IS SUBJECT TO THE ATTACHED DEPARTMENT OF GENERAL SERVICES TERMS AND CONDITIONS FOR COMMODITY CONTRACTS FOR \$25,000 AND ABOVE.

.  
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  
(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

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### TERMS (cont'd):

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

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 SUBSSITUTION 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) SHLL 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 DETERMING 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.

### ELECTRONIC TRANSACTION FEE:

1. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE 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 PRICING.
2. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 1301 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.GOV
3. 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

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### TERMS (cont'd):

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.

THE VENDOR/CONTRACTOR HAS TEN (10) CALENDAR DAYS FROM THE DATE OF THE AWARD TO INITIATE THE PROCESS OF PUTTING THEIR ONLINE ECATALOG OF CONTRACT ITEMS ON THE EMARYLAND MARKETPLACE. FAILURE BY THE VENDOR/CONTRACTOR TO DO SO, INCORPORATIONG THE TERMS AS LISTED ABOVE AND OTHERWISE COMPLYING WITH THE CONTRACT, WILL BE CAUSE TO REASSESS THE CONTRACT WITH THE VENDOR/CONTRACTOR AND MAY RESULT IN DEFAULT OF THE CONTRACT AND/OR BREACH OF THE CONTRACT, AND COULD RESULT IN TERMINATION OF THE CONTRACT FOR DEFAULT.

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

MANDATORY 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 THIS CONTRACT, BEGINNING WITH THE START DATE, A QUARTERLY 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, ITEM(S) 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 EMAIL YOUR 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.

OPEN MARKET CLAUSE: THE USING AUTHORITIES MAY PURCHASE ON THE OPEN MARKET THE PRODUCTS LISTED IN THE CASE OF VENDOR FAILURE TO PROVIDE THE COMMODITY IN THE TIME FRAME PRESCRIBED IN THE CONTRACT. VENDOR WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

TAXES & PAYMENT TERMS: ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE #3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION #52-73-0358K. IT IS THE VENDOR'S

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### TERMS (cont'd):

RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX. PAYMENT TERMS ARE NET THIRTY (30) DAYS.

DELIVERY: SHALL BE MADE F.O.B. DESTINATION FREIGHT PREPAID WITHIN THE STATE OF MARYLAND IN TWENTY-FOUR (24) HOURS FROM PLACEMENT OF ORDER.

ALL EQUIPMENT DELIVERED MUST BE COMPLETELY NEW EQUIPMENT OFFERED. EQUIPMENT THAT IS USED, REFURBISHED, FACTORY REBUILT, OR NEWLY REMANUFACTURED WILL NOT BE CONSIDERED UNLESS APPROVED BY THE USING AUTHORITY.

CONTRACT TERMINATION: THIS CONTRACT WILL BE TERMINATED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PRICE TO FULFILL THE CONTRACT.

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PARTS

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

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

BUYER AUTHORIZED DESIGNEE