

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600376

PRINT DATE: 06/04/24

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| SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS | | |
| VENDOR ID: GENERAL MOTORS LLC 200 GM RENAISSANCE CENTER M/C 482-B39-C96 DETROIT, MI (999)999-9999 | 48265-2000 | REFER QUESTIONS TO: ENAYATULLAH RAYHAN (410)767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV |
| ITB: | EXPR DATE: 12/14/24 POST DATE: 06/04/24 | 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
INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
O.E.M GENERAL MOTORS AUTOMOTIVE REPAIR PARTS

CONTRACT START DATE: DATE OF THE AWARD
CONTRACT EXPIRATION DATE: DECEMBER 14, 2024

RENEWAL OPTIONS:

OPTION ONE TERM: DECEMBER 15, 2024 THROUGH DECEMBER 14, 2025

NOTE:

THE EXTENSION OF CONTRACTS IS SOLELY AT THE DISCRETION OF THE STATE IN ACCORDANCE WITH THE MASTER AGREEMENT OF SOURCEWELL #10520-GNL. AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT.

VENDOR CONTACT: ROBERT FOOTE

EMAIL: ROBERT.E.FOOTE@GM.COM

PHONE: (810) 730-8838

MARYLAND LAW PREVAILS:

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

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TERMS (cont'd):

MARYLAND.

PARTICIPATING ADDENDUM DATED 04/10/24 BETWEEN GENERAL MOTOR LLC AND THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES, ON BEHALF OF THE STATE OF MARYLAND (HEREINAFTER REFERRED TO AS THE PARTICIPATING ADDENDUM).

THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA), THE RENEWAL OPTION WILL BE BASED ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE AND USAGE OF THE CONTRACT.

THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT (ICPA) IN ACCORDANCE WITH SOURCEWELL 101520-GNL (THE MASTER AGREEMENT). BASED ON THIS CONTRACT, THE VENDOR WILL DELIVER AND SUPPLY TO THE TO THE STATE OF MARYLAND AND ITS AGENCIES.

RENEWALS:

RENEWAL OPTIONS WILL BE BASED ON THE MASTER CONTRACT TERMS AND CONDITIONS, MARKET RESEARCH THAT WILL BE CONDUCTED AT THE TIME OF RENEWAL, AND THE DISCRETION OF SOURCEWELL. MUTUAL WRITTEN AGREEMENT, THIS CONTRACT MAY BE RENEWED FOR ANY COMBINATION OF FULL OR PARTIAL YEAR RENEWALS UP TO TWELVE (12) MONTHS.

DELIVERY: PRICES ARE TO BE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND.

A USAGE REPORT SHALL BE FURNISHED BY THE VENDOR EVERY NINETY (90) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE FORMAT OF SUBMISSION (E.G. EXCEL) SHALL BE AT THE CONTRACTOR'S DISCRETION PROVIDED THAT, AT A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION AND THE CONTRACT TOTAL. ANY EXCEPTION 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.

ALL PURCHASE ORDERS ISSUED BY PURCHASING ENTITIES WITHIN THE JURISDICTION OF THIS PARTICIPATING ADDENDUM SHALL INCLUDE THE PARTICIPATING STATE/ENTITY'S CONTRACT NUMBER 001B4600376 AND SOURCEWELL CONTRACT 101520-GNL.

ELECTRONIC TRANSACTION FEE:

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE I THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES

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TRANSACTIONED UNDER THIS 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 PRICES.

B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W PRESTON ST, BALTIMORE, MD 21201, WITHIN THIRTY (30) 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.STATEWIDECONTRACTUSAGEREPORT@MARYLAND.GOV.

C. 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 OR ONE PERCENT (1%) OF THE CONTRACT'S ESTIMATED VALUE, WHICHEVER IS HIGHER.

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 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:

- (4) 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 INDEPENDANT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE

INTERNAL REVENUE CODE:

OR

- (5) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-10 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC 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 SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY

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TERMS (cont'd):

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) SHALL 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 DETERMINING WHETHER OR NOT AN ENTITY, FROM WHICH THE CONTRACTOR RECEIVES AN ORDER, UNDER THIS CONTRACT, IS A UNIT OR AGENCY OF THE STATE OF MARYLAND, SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

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, INCORPORATING 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.

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED AT \$500,000.00 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED" BASIS.

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.

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

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WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

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REPLACEMENT PARTS FOR GENERAL MOTORS

ALL PROPOSED PRICING MUST BE:

EITHER LINE-ITEM PRICING OR PERCENTAGE DISCOUNT FROM CATALOG PRICING, OR A COMBINATION OF THESE:

A. LINE-ITEM PRICING IS PRICING BASED ON EACH INDIVIDUAL PRODUCT OR SERVICES. EACH LINE MUST INDICATE THE VENDOR'S PUBLISHED "LIST PRICE," AS WELL AS THE CONTRACT PRICE."

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY IS BASED ON A PERCENTAGE DISCOUNT FROM A CATALOG OR LIST PRICE, DEFINED AS A PUBLISHED MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP) FOR THE PRODUCT OR SERVICES. INDIVIDUALIZED PERCENTAGE DISCOUNTS CAN BE APPLIED TO AN NUMBER OF DEFINED PRODUCT GROUPINGS. PROPOSERS WILL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING CURRENT PUBLISHED MSRP WITH SOURCEWELL, AND THIS PRICING MUST BE INCLUDED IN ITS PROPOSAL AND PROVIDED THROUGHOUT THE TERM OF ANY CONTRACT RESULTING FROM THIS RFP.

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE