

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5600179

PRINT DATE: 10/04/24

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: CLUB CAR LLC PO BOX 204658 AUGUSTA, GA 30917 (603)888-9621	REFER QUESTIONS TO: ENAYATULLAH RAYHAN (410)767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV
ITB:	EXPR DATE: 12/31/26 POST DATE: 10/04/24
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 ICPA CONTRACT FOR *
* INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT *
* UTILITY, TRANSPORTATION AND GOLF VEHICLES PLUS RELATED *
* ACCESSORIES, EQUIPMENT, PARTS AND SERVICES *

CONTRACT START DATE: DATE OF THE AWARD
CONTRACT EXPIRATION DATE: DECEMBER 31, 2026

RENEWAL OPTIONS:

OPTION ONE TERM: JANUARY 01, 2027 THROUGH DECEMBER 31,2027
OPTION TWO TERM: JANUARY 01, 2028 THROUGH DECEMBER 31,2028
OPTION THREE TERM: JANUARY 01, 2029 THROUGH DECEMBER 31,2029
OPTION FOUR TERM: JANUARY 01, 2030 THROUGH DECEMBER 31,2030

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT.

MARYLAND LAW PREVAILS:
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

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TERMS (cont'd):

PARTICIPATING ADDENDUM DATED 06/18/24 BETWEEN CLUB CAR LLC AND THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES, ON BEHALF OF THE STATE OF MARYLAND (HEREINAFTER REFERRED TO AS THE PARTICIPATING ADDENDUM).

VENDOR: CLUB CAR LLC
VENDOR CONTACT: 706 421 7875
E-MAIL: DAVID_PETERSON@CLUBCAR.COM

AGENCY POC: ADAM HIDEY
AGENCY NAME: MARYLAND TRANSIT ADMINISTRATION
AGENCY E-MAIL: AHIDEY@MDOT.MARYLAND.GOV

SCOPE OF CONTRACT: THIS IS AN INTER-GOVERNMENTAL CONTRACT IN ACCORDANCE WITH U.S. COMMUNITIES CONTRACT#EV2671 TO SUPPLY UTILITY, TRANSPORTATION AND GOLF VEHICLES PLUS RELATED ACCESSORIES, EQUIPMENT, PARTS AND SERVICES.

THIS CONTRACT IS WITH CLUB CAR LLC ARE THE AUTHORIZED UNDER THIS CONTRACT AND ALL VEHICLES WILL BE PURCHASED THROUGH THE LOCAL AUTHORIZED CLUB CAR DEALER.

CLUB CAR AUTHORIZED DEALERS/RESELLERS:
* CAPITOL GOLF CARS & UTILITY VEHICLES LLC
* KOHLER EQUIPMENT
* DORCHESTER AUTO SALES AND SERVICE INC.

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 001B5600179 AND OMNIA PARTNERS CONTRACT EV2671.

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

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TERMS (cont'd):

ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED 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 ADDTION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING

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TERMS (cont'd):

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) 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 MAYBE 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 I 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.

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

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TERMS (cont'd):

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.

DELIVERY: SHALL BE MADE F.O.B. DESTINATION FREIGHT PREPAID WITHIN THE STATE OF MARYLAND IN ACCORDANCE THE AGENCY PURCHASE ORDERS

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 FULFIL THE CONTRACT.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	07042-100000	EA			

ALL TERRAIN VEHICLE

- 1- PRICING IS BASED ON DISCOUNT OFF CLUB CAR'S US SUGGESTED LIST PRICE
- * GOLF CARS (PRECEDENT & TEMPO) - 40% & 35% DISCOUNT
- * UTILITY VEHICLES (2WD) - 20% DISCOUNT
- * UTILITY VEHICLES (4X4 / AWD) - 15% DISCOUNT
- * TRANSPORTATION VEHICLES (VILLAGER & TRANSPORTER) - 20% DISCOUNT
- * HOSPITALITY VEHICLES (CAFÉ EXPRESS) - 20% DISCOUNT
- * LOW SPEED VEHICLES OR LSVS - 15% DISCOUNT

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- * TRUCKSTER LSV (CC 411) - 5% DISCOUNT
- * ACCESSORIES/OPTIONS/CUSTOM SOLUTIONS - RECEIVED THE SAME DISCOUNT AS THE TOP LEVEL VEHICLE.
- * SERVICE PARTS - 25% DISCOUNT

- 2- TRADE-INS OF GOLF, TRANSPORTATION AND UTILITY VEHICLES ARE ACCEPTED FOR BOTH CLUB CAR PRODUCTS AND COMPETITIVE PRODUCTS.
- 3- OPERATING LEASES AND CONDITIONAL SALES CONTRACTS ARE AVAILABLE THROUGH CLUB CARS 3RD PARTY PREFERRED LENDERS WITH TERMS UP TO 60 MONTHS.
- 4- FREIGHT IS FOB DESTINATION PREPAY AND ADD.
- 5- INSTALLATION CHARGE OF \$300 PER VEHICLE FOR CANOPY TOP, WINDSHIELD AND OTHER OPTIONS OF A CANOPIED VEHICLE WOULD APPLY.
- 6- INSTALLATION CHARGE OF \$600 PER VEHICLE FOR A CUSTOM CAB AND OTHER OPTIONS ON A CAB VEHICLE WOULD APPLY.
- 7- INSTALLATION CHARGE OF \$50 PER CART FOR TOPS, WINDSHIELDS AND OTHER OPTIONS FOR FLEET GOLF WOULD APPLY.

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE