

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400177

PRINT DATE: 09/29/17

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: HERTRICH FLEET SERVICES INC 1123 INDUSTRIAL PKWY DENTON, MD 21629 (800)698-9825	REFER QUESTIONS TO: ALLEGRA DAYE (410)767-4032 ALLEGRA.DAYE1@MARYLAND.GOV	
ITB: 001IT820669	EXPR DATE: 09/30/18 POST DATE: 09/29/17	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
2018 VANS AND SUVS

VENDOR CONTACT: CHRISTOPHER WILDER OR SUSAN HICKEY

VENDOR ADDRESS: 1427 BAY ROAD, MILFORD DE 19963

VENDOR PHONE: 1-800-698-9825 / FAX: 1-302-839-0555

VENDOR E-MAIL: CWILDER@HERTRICHFLEET.COM OR SHICKEY@HERTRICHFLEET.COM

TERM OF CONTRACT:

CONTRACT PERIOD: ONE (1) YEAR 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 DATES AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400177

PRINT DATE: 09/29/17

PAGE: 02

TERMS (cont'd):

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 INFORMATION:

WARRANTY COVERS VEHICLE TYPES: 9, 9-P, & 13
BASIC: 3 YEARS/36,000 MILES
DRIVETRAIN: 5 YEARS/60,000
CORROSION: 5 YEARS/UNLIMITED
ROADSIDE ASSISTANCE: 5 YEARS/60,000

WARRANTY COVERS VEHICLE TYPES: 10-1 & 10-P
DRIVETRAIN: 5 YEARS/100,000
CORROSION: 3 YEARS/36,000
RUST-THROUGH
6 YEARS/100,000
ROADSIDE ASSISTANCE: 5 YEARS/100,000 MILES

WARRANTY COVERS VEHICLE TYPES: 10-M & 11-1
BASIC: 3 YEARS/36,000 MILES
DRIVETRAIN: 5 YEARS/100,000 MILES
CORROSION: 5 YEARS/UNLIMITED MILES
ROADSIDE ASSISTANCE: 5 YEARS/60,000 MILES

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400177

PRINT DATE: 09/29/17

PAGE: 03

TERMS (cont'd):

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.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

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 THE PROCUREMENT OFFICER.

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:

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:

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400177

PRINT DATE: 09/29/17

PAGE: 04

TERMS (cont'd):

- (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 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.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT820669 / MDDGS31033974 INCORPORATED HEREIN BY REFERENCE.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400177

PRINT DATE: 09/29/17

PAGE: 05

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	07048-090000	EA	21,287.0000	
VEHICLE, TYPE 9 4WD COMPACT UTILITY				
VEHICLE MAKE & MODEL: FORD ESCAPE SE 4WD (U9G)				
0002	07048-090000	EA	390.0000	
VEHICLE, TYPE 9 4WD COMPACT UTILITY				
VEHICLE TYPE 9 OPTION: TWO (2) EXTRA KEYS				
0003	07048-09C000	EA	27,847.0000	
VEHICLE, TYPE 9P AWD MID-SIZE UTILITY				
VEHICLE MAKE & MODEL: FORD PI UTILITY (K8A)				
0004	07048-09C000	EA	40.0000	
VEHICLE, TYPE 9P AWD MID-SIZE UTILITY				
VEHICLE TYPE 9-P OPTION: DARK CAR FEATURE				
0005	07048-09C000	EA	245.0000	
VEHICLE, TYPE 9P AWD MID-SIZE UTILITY				
VEHICLE TYPE 9-P OPTION: CLOTH REAR SEATS/CARPET				
0006	07048-09C000	EA	20.0000	
VEHICLE, TYPE 9P AWD MID-SIZE UTILITY				
VEHICLE TYPE 9-P OPTION: TWO (2) EXTRA KEYS				
0007	07048-09C000	EA	65.0000	
VEHICLE, TYPE 9P AWD MID-SIZE UTILITY				

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400177

PRINT DATE: 09/29/17

PAGE: 06

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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VEHICLE TYPE 9-P OPTION: FULL WHEEL COVERS

0008	07048-09C000	EA	6,220.0000
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VEHICLE, TYPE 9P AWD MID-SIZE UTILITY

VEHICLE TYPE 9-P OPTION: TRANSFER CASE COOLER

0009	07048-09C000	EA	295.0000
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VEHICLE, TYPE 9P AWD MID-SIZE UTILITY

VEHICLE TYPE 9-P OPTION: REVERSE SENSING

0011	07006-000000	EA	36,727.0000
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AUTOMOBILE

VEHICLE, TYPE 10-1 FULL SIZE UTILITY VEHICLE

VEHICLE MAKE & MODEL: CHEVROLET SUBURBAN 2WD (CC15906)

0012	07006-000000	EA	
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AUTOMOBILE

VEHICLE TYPE 10-1 OPTION: SPLIT BENCH W/CENTER DELETE

NO CHARGE

0013	07006-000000	EA	4,495.0000
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AUTOMOBILE

VEHICLE TYPE 10-1 OPTION: 4 WHEEL DRIVE W/SHIFT ON THE FLY

0014	07006-000000	EA	1,290.0000
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AUTOMOBILE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400177

PRINT DATE: 09/29/17

PAGE: 07

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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VEHICLE TYPE 10-1 OPTION: TOW PACKAGE W/HD COOLING

0015	07006-000000	EA	38,965.0000
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AUTOMOBILE
VEHICLE TYPE 10-1 OPTION: 1 TON CAPABILITY

0019	07006-000000	EA	195.0000
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AUTOMOBILE
VEHICLE TYPE 10-1 OPTION: TWO (2) EXTRA KEYS

0020	07006-000000	EA	23,997.0000
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AUTOMOBILE
VEHICLE, TYPE 10-M PART-TIME 4WD MID-SIZE UTILITY VEHICLE
VEHICLE MAKE & MODEL: DODGE DURANGO SXT 4WD (WDEL75)

0021	07006-000000	EA	1,095.0000
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AUTOMOBILE
VEHICLE, TYPE 10-M OPTION: THIRD ROW SEAT

0022	07006-000000	EA	450.0000
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AUTOMOBILE
VEHICLE, TYPE 10-M OPTION: TWO (2) EXTRA KEYS

0023	07006-000000	EA	30,997.0000
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AUTOMOBILE
VEHICLE, TYPE 10-P FULL SIZE UTILITY VEHICLE POLICE PURSUIT CERTIFIED

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400177

PRINT DATE: 09/29/17

PAGE: 08

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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VEHICLE MAKE & MODEL: CHEVROLET TAHOE PPV 2WD (CC15706)

0024	07006-000000	EA	3,995.0000
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AUTOMOBILE
VEHICLE, TYPE 10-P OPTION: 4WD PURSUIT CERTIFIED

0025	07006-000000	EA	365.0000
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AUTOMOBILE
VEHICLE, TYPE 10-P OPTION: CLOTH REAR SEATS/CARPET

0026	07006-000000	EA	665.0000
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AUTOMOBILE
VEHICLE, TYPE 10-P OPTION: DRIVER-SIDE SPOTLIGHT

0027	07006-000000	EA	440.0000
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AUTOMOBILE
VEHICLE, TYPE 10-P OPTION: FACTORY CONSOLE

0028	07006-000000	EA	195.0000
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AUTOMOBILE
VEHICLE, TYPE 10-P OPTION: TWO (2) EXTRA KEYS

0034	07006-000000	EA	37,984.0000
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AUTOMOBILE
VEHICLE, TYPE 11-1 MOBILITY MINI-VAN

VEHICLE MAKE & MODEL: DODGE GAND CARAVAN SE W/BRAUN ENTERVAN (RTKH53)

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400177

PRINT DATE: 09/29/17

PAGE: 09

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0035	07006-000000	EA	1,295.0000	
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AUTOMOBILE
VEHICLE, TYPE 11-1 OPTION: FOLD UP CENTER SEAT

0036	07006-000000	EA	495.0000	
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AUTOMOBILE
VEHICLE, TYPE 11-1 OPTION: TWO (2) EXTRA KEYS

0037	07006-000000	EA	24,238.0000	
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AUTOMOBILE
VEHICLE, TYPE 13 FULL SIZE EIGHT (8) PASSENGER WAGON/VAN
VEHICLE MAKE & MODEL: FORD TRANSIT LR 130" (K1Z)

0038	07006-000000	EA	275.0000	
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AUTOMOBILE
VEHICLE, TYPE 13 OPTION: SLIDING DOOR

0039	07006-000000	EA	4,554.0000	
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AUTOMOBILE
VEHICLE, TYPE 13 OPTION: MEDIUM ROOF

0040	07006-000000	EA	8,979.0000	
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AUTOMOBILE
VEHICLE, TYPE 13 OPTION: HIGH TOP ROOF

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400177

PRINT DATE: 09/29/17

PAGE: 10

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
0041	07006-000000	EA	150.0000		

AUTOMOBILE
VEHICLE, TYPE 13 OPTION: TWO (2) EXTRA KEYS

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE