

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B8400466

**PRINT DATE:** 06/25/18

**PAGE:** 01

### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

72 HOUR LLC  
DBA NATIONAL AUTO FLEET GROUP  
490 AUTO CENTER DR  
WATSONVILLE, CA 95076  
(855 )289-6572

### REFER QUESTIONS TO:

ALLEGRA DAYE  
(410 )767-4032  
ALLEGRA.DAYE1@MARYLAND.GOV

### ITB:

**EXPR DATE:** 11/15/20  
**POST DATE:** 05/24/18

**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.

\*  
ICPA CONTRACT FOR  
-----  
CLASS 6,7 AND 8 CHASSIS WITH RELATED  
EQUIPMENT, ACCESSORIES AND SERVICES  
  
NJPA CONTRACT NO. 081716-NAF  
(ICPA)  
\*

CONTRACT START DATE: DATE OF AWARD

CONTRACT EXPIRATION DATE: NOVEMBER 15,2020

CONTRACT RENEWAL OPTIONS: ONE (1) ADDITIONAL YEAR

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

THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT IN ACCORDANCE WITH SOURCEWELL (FORMERLY KNOWN AS NJPA) NJPA CONTRACT NUMBER 081716-NAF. THE VENDOR WILL SUPPLY CLASS 6,7 AND 8 CHASSIS AND RELATED EQUIPMENT, ACCESSORIES AND SERVICES TO THE STATE OF MARYLAND

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B8400466

**PRINT DATE:** 06/25/18

**PAGE:** 02

### TERMS (cont'd):

AND ITS USING AGENCIES.

MARYLAND LAW PREVAILS:

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

VENDOR: NATIONAL AUTO FLEET GROUP  
PRIMARY CONTACT: JESSE COOPER  
PRIMARY NUMBER: 1-855-289-6572  
PRIMARY EMAIL: JCOOPER@NATIONALAUTOFLEETGROUP.COM

### CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

### 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: 001B8400466

PRINT DATE: 06/25/18

PAGE: 03

### 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.
  - (B) 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.

### EMM CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B8400466

**PRINT DATE:** 06/25/18

**PAGE:** 04

### TERMS (cont'd):

THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT (410) 767-1492 REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OF OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

### INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT. VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

MSO TITLE APPLICATION IS REQUIRED AT DELIVERY.

### BPO/PO AS CONTRACT:

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN \$200,000.

UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B8400466

PRINT DATE: 06/25/18

PAGE: 05

### TERMS (cont'd):

THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	07549-000000	EA	

PARTS  
CHASSIS CLASS 6,7,& 8

UTILIZING A PERCENTAGE OFF MSRP/LIST METHOD NAFG CAN OFFER NJPA MEMBERS DISCOUNTS RANGING FROM 44.85% DOWN TO 15.83% ACROSS ALL 9 MANUFACTURES LISTED BELOW.

#### BRAND NAMES:

FORD	KENWORTH	INTERNATIONAL
GENERAL MOTORS	FREIGHTLINER	PETERBUILT
VOLVO	WESTERN STAR	MACK

FROM TIME TO TIME DISCOUNTS WILL VARY IF DEPENDING ON THE MANUFACTURER VARIABLES SUCH AS LEVEL OF ASSISTANCE FROM MODEL YEAR TO MODEL YEAR.

WEBSITE: WWW.NAFGMDSTATECHASSISCONTRACT.COM

END OF ITEM LIST

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B8400466

**PRINT DATE:** 06/25/18

**PAGE:** 06

**TERMS (cont'd):**

\*\*\*\*\* LAST PAGE \*\*\*\*\*

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

BUYER AUTHORIZED DESIGNEE