

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B7400116

PRINT DATE: 09/21/16

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

CRISWELL PERFORMANCE CARS LLC
DBA CRISWELL CHRYSLER JEEP DODGE
84 BUREAU DR
GAITHERSBURG, MD 20878
(301)212-4400

REFER QUESTIONS TO:

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

ITB: 001IT820342

EXPR DATE: 10/02/17
POST DATE: 09/20/16

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

SEDANS MODEL YEAR 2017

VENDOR CONTACT: SCOTT SILVERMAN

VENDOR ADDRESS: 84 BUREAU DRIVE, GAITHERSBURG, MD 20878

VENDOR PHONE: 301.948.5460

VENDOR E-MAIL: FLEET-MAN@MSN.COM

TERM OF CONTRACT: OCTOBER 3, 2016 THRU OCTOBER 2, 2017

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.

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TERMS (cont'd):

TERMS & CONDITIONS:

1. ONLY THE SPECIFIC MODEL VEHICLES LISTED WILL BE CONSIDERED. NO SUBSTITUTIONS.
2. THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLES.
3. EACH VEHICLE IS TO BE SERVICED FOR OPERATION AND DELIVERED WITH A CERTIFICATE OF ORIGIN AND WARRANTY AS ISSUED BY THE MANUFACTURER. AT THE TIME OF DELIVERY FROM THE DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.
4. WARRANTY AND SERVICE IS TO BE HONORED AT MANUFACTURER'S DEALERSHIPS, REGARDLESS OF WHICH DEALER IS THE SUCCESSFUL VENDOR. A MINIMUM WARRANTY ON POWER TRAIN OF 5 YEARS/100,000 MILES AND A MINIMUM VEHICLE WARRANTY OF 1 YEAR/12,000 MILES. THERE SHALL BE ZERO (-0-) DEDUCTIBLE ON THE WARRANTY.

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF DELIVERY.

5. CERTIFICATION: THE VENDOR SHALL BE REQUIRED, UPON DELIVERY OF EACH VEHICLE TO SUBMIT A CERTIFICATION 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.
6. ALL UNITS ARE TO BE FURNISHED COMPLETE WITH STANDARD EQUIPMENT AND ACCESSORIES AS LISTED IN MANUFACTURER'S PRINTED LITERATURE. VEHICLES ARE TO CONFORM TO THE LATEST FEDERAL AND MARYLAND STATE REQUIREMENTS AT TIME OF DELIVERY.
7. THE CONTRACT IS FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES.
8. PRICES QUOTED SHALL REMAIN IN EFFECT FOR THE ENTIRE MODEL YEAR OF 2017. VENDOR MUST NOTIFY BUYER OF PRODUCTION CUT-OFFS.
9. ALL QUOTATIONS ARE TO BE NET. CASH DISCOUNTS FOR ANY PERIOD WILL NOT BE ALLOWED. PRICES QUOTED ARE TO INCLUDE DELIVERY F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND.
10. THE VENDOR MUST POSSESS A VALID STATE OF MARYLAND MOTOR

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TERMS (cont'd):

VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. THE VENDOR MUST ALSO POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION SALESMAN'S LICENSE.

11. THE VENDOR WILL BE RESPONSIBLE FOR LICENSE TAG TRANSFERS FROM THE REPLACED VEHICLE TO THE NEW VEHICLE AT THE POINT OF DELIVERY OR TEMPORARY TAGS WHICHEVER IS APPLICABLE.

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 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:

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TERMS (cont'd):

- (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.
 - (C) 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.
 - (D) 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 # 001IT820342 / MDDGS31027504 INCORPORATED HEREIN BY REFERENCE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0004	07006-300000	EA	21,418.0000	
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AUTOMOBILE, TYPE 3, MSP LAW ENFORCEMENT

VEHICLE, TYPE 3-1, FLEX FUELED POLICE PATROL VEHICLE (E-85) ETHANOL
V-6, RWD

DODGE CHARGER 4DR SDN POLICE RWD LDDE48

0005	07006-300000	EA	95.0000	
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AUTOMOBILE, TYPE 3, MSP LAW ENFORCEMENT

AUTOMOBILE, TYPE 3-1, FLEX FUELED POLICE PATROL VEHICLE (E-85) ETHANOL
V-6, RWD OPTION:

HEATED OUTSIDE MIRRORS

0006	07006-300000	EA	125.0000	
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AUTOMOBILE, TYPE 3, MSP LAW ENFORCEMENT

AUTOMOBILE, TYPE 3-1, FLEX FUELED POLICE PATROL VEHICLE (E-85) ETHANOL
V-6, RWD OPTION:

REAR INSIDE DOOR LOCKS AND HANDLES DEACTIVATED

0007	07006-300000	EA	2,550.0000	
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AUTOMOBILE, TYPE 3, MSP LAW ENFORCEMENT

AUTOMOBILE, TYPE 3-1, FLEX FUELED POLICE PATROL VEHICLE (E-85) ETHANOL
V-6, RWD OPTION:

LARGE SCREEN 12.5"

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0008	07006-300000	EA	2,850.0000	
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AUTOMOBILE, TYPE 3, MSP LAW ENFORCEMENT

AUTOMOBILE, TYPE 3-1, FLEX FUELED POLICE PATROL VEHICLE (E-85) ETHANOL
RWD OPTION:

V-8 ALL WHEEL DRIVE

0009	07006-300000	EA	1,518.0000	
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AUTOMOBILE, TYPE 3, MSP LAW ENFORCEMENT

AUTOMOBILE, TYPE 3-1, FLEX FUELED POLICE PATROL VEHICLE (E-85) ETHANOL
RWD OPTION:

V-8 REAR WHEEL DRIVE

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE