

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B8400149

PRINT DATE: 09/14/17

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

APPLE FORD
8800 STANFORD BLVD

COLUMBIA, MD 21045
(800)673-2466

REFER QUESTIONS TO:

STACEY POLLITT
(410)767-3002
STACEY.POLLITT1@MARYLAND.GOV

ITB: 001IT820676

EXPR DATE: 08/31/20
POST DATE: 09/14/17

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: 250,000.00

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

DUMP TRUCKS (SMALL)

THIS IS A STATEWIDE CONTRACT FOR DUMP TRUCKS SMALL (CREW CAB 4X4
TRUCK CHASSIS W/3 CUBIC YARD AND STAKE BODY W/SNOW PLOW.

THIS IS AN STATEWIDE CONTRACT FOR DUMP TRUCKS FOR THREE (3)
YEARS WITH TWO (2) ONE (1) YR RENEWAL OPTIONS.

VENDOR : APPLE FORD LINCOLN INC.
VENDOR CONTACT: THOMAS LEASURE
VENDOR NUMBER: 443-539-1292
VENDOR EMAIL: TLEASURE@APPLEFORD.COM

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND
STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE
OF WHAT IS AN "APPROVED EQUAL". ANY EQUIPMENT DELIVERED AS A RESULT
OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE
FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S
EXPENSE FOR REPLACEMENT OR CREDIT.

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TERMS (cont'd):

MANUALS:

APPLE FORD LINCOLN SHALL FURNISH A TOTAL OF ONE- (1) OPERATORS MANUAL, - ONE (1) MAINTENANCE/SERVICE AND ONE (1) PARTS MANUAL PER TRUCK TO THE STATE ORDERING AGENCY WITH EACH UNIT AT THE TIME OF DELIVERY OF THE VEHICLES. IF THE MAINTENANCE/SERVICE AND PARTS MANUALS REQUESTED ARE AVAILABLE ON CD-ROM OR DVD, THIS SHALL BE SUPPLIED IN LIEU OF THE PAPER MANUALS. ONE OPERATORS & PARTS MANUAL SHALL BE SUPPLIED TO THE ORDERING AGENCY AT THE TIME OF DELIVERY OF COMPLETED TRUCKS.

WARRANTY:

APPLY FORD LINCOLN SHALL PROVIDE WARRANTY THE MANUFACTURE WARRANTY TO THE TRUCK AS FORMENTIONED IN THE SOLICITATION.

CERTIFICATE OF ORGIN:

APPLE FORD LINCOLN SHALL SUPPLY A CERTIFICATE OF ORGIN BEFORE THE PROCESSING OF INVOICES, WHEN COMPLETING THE CERTIFICATE OF ORGIN, DISTRIBUTOR-DEALER ASSIGNMENT SECTION THAT THE PURCHASER'S ADDRESS.

CERTIFICATE INFORMATION AND INVOICING MAY BE CONFIRMED WITH THE ORDERING AGENCY.

INVOICES SHALL ACCOMPANY THE DELIVERY OF EACH INDIVIDUAL TRUCK. THE INVOICE DATE SHALL MATCH THE DATE OF TRUCK WAS DELIVERED. THE ORDERING AGENCY RESERVES THE RIGHT TO REJECT ANY DELIVERY WHERE THE INVOICE CONDITIONS ARE NOT MET.

DELIVERY:

COMPLETED TRUCKS SHALL BE DELIVERED FOB DESTINATION TO THE ORDERING AGENCY ADDRESS.

THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THRU THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED. ORDER AS REQUIRED WILL BE PLACED DIRECT TO THE SUPPLIER BY THE USING AUTHORITY INDICATING DELIVERY AND BILLING INSTRUCTIONS.

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

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TERMS (cont'd):

OF STATE AGENCIES. UNDER THE TERMS OF THE CONTRACT EVERY SIX MONTHS, BEGINNING WITH THE "START DATE" A 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, ITEMS DESCRIPTION, QUANTITY PURCHASED, TOTAL 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 SEND YOUR REPORT TO DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM 1309 BALTIMORE, MARYLAND 21201, ATTN: EBONY SALAKO AND LISA MCDONALD. YOU MAY EMAIL THE REPORT TO AWAWU.SALAKO@MARYLAND.GOV AND LISA.MCDONALD@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.

1% PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF (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, BALTO, 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 EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO WAWAU.SALAKO@MARYLAND.GOV.

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, WHICH EVER IS HIGHER.

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

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TERMS (cont'd):

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR
COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND
CONDITIONS OF SOLICITATION #001IT820676/MDDGS31034120 INCORPORATED
HEREIN BY REFERENCE.

0001	06830-10015A	EA	84,845.0000
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DUMP TRUCK, 1 1/2 TON, PER THE ATTACHED SPECIFICATIONS
COMPLETE WITH THE FOLLOWING:
DUMP TRUCK, CREW CAB 4X4 TRUCK CHASSIS W/3 CUBIC YARD DUMP

0002	06830-10015A	EA	58,649.0000
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DUMP TRUCK, 1 1/2 TON, PER THE ATTACHED SPECIFICATIONS
COMPLETE WITH THE FOLLOWING:
DUMP TRUCK CAB STAKE BODY WITH SNOW PLOW

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE