BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B2400511 **PRINT DATE:** 04/10/12 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1230737350
JOHNSON & TOWERS INC
500 WILSON POINT RD

BALTIMORE, MD 21220
(410)687-0500 EXT 646

REFER QUESTIONS TO:

SUZAN EDWARDS
(410)767-4032
SUZAN.EDWARDS@DGS.STATE.MD.US

ITB:

EXPR DATE: 04/07/13
POST DATE: 04/06/12

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.

VENDOR CONTACT: WALT JOHNSON 856-234-6990

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STATEWIDE CONTRACT
FOR
INSTALLATION AND SUPPLY OF
DIESEL EMISSION CONTROL DEVICES
==========

SCOPE OF CONTRACT: REQUIREMENTS CONTRACT(S) FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR LABOR TO INSTALL VARIOUS TYPES OF DIESEL EMISSION CONTROL DEVICES ON HEAVY-DUTY DIESEL VEHICLES FOR THE CONTRACT PERIOD SPECIFIED. AND A REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR DIESEL EMISSION CONTROL DEVICES FOR HEAVY-DUTY DIESEL VEHICLES OWNED AND OPERATED BY STATE AGENCIES AND LOCAL GOVERNMENTS WITHIN THE STATE OF MARYLAND FOR THE CONTRACT PERIOD SPECIFIED.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

CONTRACT PERIOD: APRIL 7, 2012 THROUGH APRIL 6, 2013.

THIS IS THE FIRST AND FINAL RENEWAL OF ORIGINAL BPO NO. 001B1400602. THERE ARE NO RENEWALS REMAINING.

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TERMS (cont'd):

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT. PRICES SUBMITTED AT THE TIME OF THE BID MUST REFLECT THE POTENTIAL INCREASES THROUGH THE TERM AND THE OUT YEARS OF THE CONTRACT.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE BUREAU. THE BUREAU MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD.

PAYMENT TERMS ARE TO BE NET, 30 DAYS.

ALL PARTS OFFERED MUST BE EPA APPROVED. THE EPA LIST OF VERIFIED RETR OFIT TECHNOLOGIES CAN BE FOUND AT WWW.EPA.GOV/OTAQ/RETROFIT/RETROVERIF IEDLIST.HTM IN ADDITION TO THE ABOVE LIST OF EPA VERIFIED RETROFIT TECHNOLOGIES, EPA RECOGNIZES AND ACCEPTS THOSE RETROFIT HARDWARE STRATEGIES OR DEVICE-BASED SYSTEMS THAT HAVE BEEN VERIFIED BY THE CALIFORNIA AIR RESOURCES BOARD (CARB).
INFORMATION ABOUT CARB'S VERIFICATION PROGRAM AND THEIR LIST OF VERIFIED TECHNOLOGIES CAN BE FOUND AT THE ARB VERIFICATION PAGE, HTTP://WW W.ARB.CA.GOV/DIESEL/VERDEV/VERDEV.HTM
CLOSED CRANKCASE VERTILATION FILTRATION (CCVF) SYSTEMS ARE EXEMPTED FROM EPA AND CARB VERIFICATION REQUIREMENTS.

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. CONTRACTS LIMITING QUANTITIES IN ANY WAY WILL NOT BE ACCEPTED OR CONSIDERED.

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

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TERMS (cont'd):

INTERNAL REVENUE CODE:

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR 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 NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING 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 DETERMING 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.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY THREE MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMATSHALL BE EXCEL AND THE REPORT SHALL INCLUDE, AS A MINIMUM,
THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. 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. ADDITIONALLY, VENDORS WHO ARE DETERMINED TO BE IN

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TERMS (cont'd):

DEFAULT OF THIS MANDATORY REPORT REQUIREMENT WILL NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS

THIS CONTRACT IS ALSO SUBJECT TO ALL SPECIFICATIONS, TERMS, AND CONDITIONS INCLUDED IN SOLICITATION #001IT818339

LINE #	STATE ITEM ID	U/M	UNIT COST
0001	92045-MEMA00	EA	94.0000

INSTALLATION OF CLEAIRE BRAND DIESEL RETROFIT EQUIPMENT

LABOR RATE PER HOUR

NOTE: IF INSTALLATION IS PERFORMED AT A LOCATION OTHER THAN THE VENDOR'S SHOP, ADDITIONAL $1.00 PER MILE TRAVEL AND TOLL REIMBURSEMENT SHALL APPLY.

0002 06038 EA

PURCHASE ONLY OF DIESEL EMISSION CONTROL RETROFIT DEVICES.

CLEAIRE BRAND.

3% DISCOUNT FROM LIST PRICE. PRICE LIST ATTACHED.

END OF ITEM LIST

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TERMS (cont'd):

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AUTHORIZED BY: Susan A. Edwards **DATE:** April 07, 2012

BUYER AUTHORIZER DESIGNEE