

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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BPO NO: 001B0400311

PRINT DATE: 11/03/09

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### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1520950184  
CRISWELL CHEVROLET INC  
503 QUINCE ORCHARD RD

GAITHERSBURG, MD 20878  
(301 ) 948-5460

### REFER QUESTIONS TO:

LINDA RULEY  
(410 ) 767-4608  
LINDA.RULEY@DGS.STATE.MD.US

**ITB:** 001IT817881

**EXPR DATE:** 11/01/10  
**POST DATE:** 11/02/09

**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.

DEALER CONTACT: SCOTT SILVERMAN 301-948-5460

=====  
STATEWIDE CONTRACT  
FOR  
EXECUTIVE SEDAN, ETHANOL/GASOLINE  
MODEL YEAR 2010  
=====

CONTRACT PERIOD: NOVEMBER 2, 2009 THROUGH NOVEMBER 1, 2010  
OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER WHICHEVER COMES  
FIRST. SUCCESSFUL VENDOR MUST NOTIFY THE STATE OF MARYLAND REGARDING  
PRODUCTION CUT-OFF DATES AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE  
MANUFACTURER.

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

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLE.

NO TRADE-INS ARE INVOLVED. SUCCESSFUL BIDDER WILL, HOWEVER, BE  
RESPONSIBLE FOR LICENSE TAG TRANSFERS FROM THE VEHICLE BEING REPLACED  
TO THE NEW VEHICLE AT THE POINT OF DELIVERY OR MARYLAND TEMPORARY

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### TERMS (cont'd):

TAGS WHICHEVER IS APPLICABLE.

ALL QUOTATIONS ARE TO BE NET, CASH DISCOUNTS FOR ANY PERIOD WILL NOT BE ALLOWED. PRICES QUOTED SHOULD REFLECT DELIVERY F.O.B. DESTINATION TO ANY POINT WITHIN MARYLAND FOR ALL TYPES.

(A) 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;

OR

(6) A NONPUBLIC 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 (4) 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.

USAGE REPORTS: CONTRACTOR(S) MUST PROVIDE USAGE FIGURES FOR ALL VEHICLES PURCHASED AGAINST THIS CONTRACT. INFORMATION MUST INCLUDE ALL POLITICAL SUBDIVISIONS AND NON-PROFIT ORGANIZATIONS. STATISTICS MUST BE CATEGORIZED BY ORDERING ENTITY AND TYPE OF VEHICLE. USAGE REPORTS MUST BE PROVIDED ON A QUARTERLY BASIS. VENDORS WHO ARE DETERMINED TO BE IN DEFAULT OF THIS MANDATORY REPORT REQUIREMENT WILL

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### TERMS (cont'd):

NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS.

VENDOR WILL BE REQUIRED UPON DELIVERY OF EACH VEHICLE TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MFR'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. AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.

### WARRANTY AND SERVICE:

WARRANTY AND SERVICE TO BE HONORED AT MANUFACTURER'S DEALERSHIPS, REGARDLESS OF WHICH DEALER IS THE SUCCESSFUL BIDDER.

SHOULD THERE BE ANY DIFFERENCE IN FLEET WARRANTY AND RETAIL WARRANTY, IT MUST BE SO INDICATED WITH YOUR BID.

ALL BIDDERS MUST SUBMIT WRITTEN EVIDENCE WITH BIDS SHOWING A MINIMUM WARRANTY ON POWER TRAIN OF 6 YEARS/60,000 MILES AND A MINIMUM VEHICLE WARRANTY OF 1 YEAR/12,000 MILES (ZERO -0- DEDUCTIBLE).

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.

COLOR: TO BE ANY SOLID COLOR AS SHOWN IN MANUFACTURER'S COLOR SELECTOR ON MODEL BID.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	07006-20000C	EA	14,686.0000

AUTOMOBILE, TYPE 2C, EXECUTIVE SEDAN, FLEX FUELED, ETHANOL/GASOLINE.  
PER THE ATTACHED ST OF MD SPECIFICATIONS.

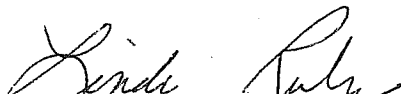
MAKE, MODEL: 2010 DODGE AVENGER, E-85

END OF ITEM LIST

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



BUYER AUTHORIZED DESIGNEE

**DATE:** \_\_\_\_\_

11/3/09

DESCRIPTION

Type 2-C Flex Fueled Executive Sedan (E-85) Ethanol

Style:	4-door sedan
Wheelbase:	106" minimum
Trunk Capacity:	13.4 cu.ft. minimum
Engine:	6 cylinder, 2.7 L minimum displacement fuel injected, may be fueled solely by ethanol (E-85), unleaded gasoline, or a mixture of the alcohol fuel and gasoline from the same tank.
Transmission:	Automatic

- Factory Air Conditioning
- Tinted Glass - all around
- Power Windows and Door Locks
- Fresh air type Heater and Defroster
- Rear Window Defroster
- Left- and Right-Hand Outside Mirrors
- Directional Signals
- Padded Dashboard
- Air bag supplemental restraint system required for driver and front seat passenger position
- Side impact air bags
- Back-up Lights
- Windshield Washer
- Intermittent action Windshield Wipers
- Power Steering
- Power Brakes - ABS
- Radial Tires - all weather tread
- Light in Cargo Area
- AM/FM Stereo Radio w/Compact Disc
- PowerPoint
- Tilt Steering Wheel
- Cruise Control
- Floor Mats
- Spare Tire with jack