

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B1400109

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**PAGE:** 01

<b>SHIP TO:</b>		
AS SPECIFIED ON INDIVIDUAL ORDERS		
<b>VENDOR ID:</b> 1522059895 BELTWAY INTERNATIONAL TRUCKS LLC 1800 SULPHUR SPRING RD  BALTIMORE, MD 21227 (410 )247-5700	<b>REFER QUESTIONS TO:</b>  LINDA RULEY (410 )767-4608 LINDA.RULEY@DGS.STATE.MD.US	
<b>ITB:</b>	<b>EXPR DATE:</b> 07/31/11 <b>POST DATE:</b> 07/14/10	<b>DISCOUNT TERMS:</b> . NET 30 DAY <b>CONTRACT AMOUNT:</b> .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.

PER SOLICITATION #001IT817692

VENDOR CONTACT: DON MAHER 410-247-5700

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STATEWIDE CONTRACT  
 SUPPLY ONLY  
 DIESEL EMISSIONS CONTROL DEVICES

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SCOPE OF CONTRACT: 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: AUGUST 1, 2010 THROUGH JULY 31, 2011.

RENEWAL OF 001B0400127 FOR AN ADDITIONAL ONE-YEAR PERIOD AT THE SAME PRICES, TERMS, AND CONDITIONS AS PROVIDED FOR IN THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT.

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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.

ALL PRICES ARE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND UNLESS OTHERWISE SPECIFIED ON THE LINE ITEM. PRICES INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES UNLESS OTHERWISE SPECIFIED ON THE LINE ITEM.

PAYMENT TERMS ARE NET, 30 DAYS.

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.

ALL PARTS OFFERED MUST BE EPA APPROVED. THE EPA LIST OF VERIFIED RETROFIT TECHNOLOGIES CAN BE FOUND AT [WWW.EPA.GOV/OTAQ/RETROFIT/RETROVERIFIEDLIST.HTM](http://WWW.EPA.GOV/OTAQ/RETROFIT/RETROVERIFIEDLIST.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://WWW.ARB.CA.GOV/DIESEL/VERDEV/VERDEV.HTM](http://WWW.ARB.CA.GOV/DIESEL/VERDEV/VERDEV.HTM) CLOSED CRANKCASE VENTILATION FILTRATION (CCVF) SYSTEMS ARE EXEMPTED FROM EPA AND CARB VERIFICATION REQUIREMENTS.

EQUIPMENT :THE DIESEL EMISSION CONTROL DEVICES COVERED BY THIS CONTRACT INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- \* DIESEL OXIDATION CATALYSTS (DOC)
- \* ACTIVE OR PASSIVE DIESEL PARTICULATE FILTERS (DPF)
- \* PARTIAL DIESEL PARTICULATE FILTERS
- \* CLOSED CRANKCASE VENTILATION FILTRATION (CCVF) SYSTEMS.
- \* DIESEL PARTICULATE FILTER CLEANING SYSTEMS

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### TERMS (cont'd):

\* CLOSED CRANKCASE VENTILATION FILTRATION SYSTEM REPLACEMENT FILTER MEDIA

#### QUALITY CONTROL AND DOCUMENTATION:

A. THE VENDOR MUST CERTIFY THAT THE DIESEL EMISSION CONTROL DEVICES ARE COMPATIBLE WITH THE APPLICATIONS. THE VENDOR MUST PRESENT OEM CONCURRENCE THAT THE DIESEL EMISSION CONTROL DEVICES WILL NOT AFFECT OEM WARRANTIES ON VEHICLES AND ENGINES THAT ARE STILL UNDER WARRANTY.

B. DIESEL EMISSION CONTROL DEVICES MUST CARRY A WARRANTY FOR AT LEAST ONE YEAR AGAINST FAILURE OF THE DEVICE TO MAINTAIN REQUIRED EMISSIONS TO MAINTAIN REQUIRED EMISSIONS REDUCTIONS AND AGAINST DAMAGE OR OTHER DEGRADED PERFORMANCE OF THE ENGINE OR OTHER COMPONENTS OF THE VEHICLE DUE TO THE PRESENCE OF ITS INSTALLATION.

C. WHERE SHIPPING CONTAINERS ARE TO BE USED, EACH CONTAINER MUST BE MARKED WITH THE PURCHASE ORDER NUMBER, CONTRACT NUMBER, NAME OF THE CONTRACTOR, NAME OF THE ITEM, ITEM NUMBER AND QUANTITY CONTAINED THEREIN.

D. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THE MANUFACTURER COMPLIES WITH THE INSTRUCTIONS IN PARAGRAPH "C." ABOVE FOR ITEMS THAT ARE DROP-SHIPED.

E. THE STATE RESERVES THE RIGHT FOR SITE VISITS TO ANY VENDOR TO ASCERTAIN ABILITY TO FULFILL THE REQUIREMENTS OF THIS CONTRACT.

ALL PARTS INCLUDE INSTALLATION KITS.

ALL PRICES ARE F.O. B. DESTINATION AND INCLUDE ALL SHIPPING, HANDLING, AND ADMINISTRATIVE CHARGES UNLESS OTHERWISE NOTED ON THE LINE ITEM.

INSTALLATION OF PARTS IS NOT INCLUDED IN THIS CONTRACT.

REQUIRED DELIVERY TIME IS TO 8-12 WEEKS FROM RECEIPT OF INDIVIDUAL AGENCY ORDERS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY 3 MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL.

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### TERMS (cont'd):

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

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:
  - (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)

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TERMS (cont'd):

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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	92045-MEMA00	EA	

DIESEL EMISSION CONTROL DEVICES:

HUSS - SEE ATTACHED LIST "A"  
ADD \$250.00 FREIGHT PER UNIT.

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0002	06038	EA	
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DIESEL EMISSION CONTROL DEVICES:

ESW FILTERS - SEE LIST "B"  
ADD \$150.00 FREIGHT CHARGE PER UNIT TO LIST PRICE.

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DIESEL EMISSION CONTROL DEVICES:

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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INTERNATIONAL (ECS) - 17% DISCOUNT FROM NATIONAL FLEET PRICE LEVEL -  
SEE ATTACHED LIST "C"  
ADD \$250.00 FREIGHT CHARGE PER UNIT TO LIST PRICE.

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DIESEL EMISSION CONTROL DEVICES:

INTERNATIONAL DOC -  
#FN201177A \$1742.33 EACH  
#FN201430A \$2920.23 EACH

ADD \$1075 PER UNIT FOR SOFTWARE.  
FREIGHT IS INCLUDED IN PRICING.

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DIESEL EMISSION CONTROL DEVICES:

INTERNATIONAL CCV'S -  
INTERNATIONAL I-6 ENGINES = \$ 410.87  
INTERNATIONAL T444E WITH HYDRAULIC BRAKES = \$ 407.16  
T444E ENGINE MOUNTED = \$ 272.86  
CUMMINS 5.9 LITER ENGINE = \$ 439.93  
CATERPILLAR 3116 = \$ 410.87  
INTERNATIONAL T444E WITH AIR BRAKES = \$ 404.23  
DETROIT DIESEL SERIES 60 ENGINE = \$ 530.64

ADD \$60.00 FREIGHT CHARGE PER UNIT TO ALL PRICING.

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DIESEL EMISSION CONTROL DEVICES:

INTERNATIONAL AUXILIARY POWER UNITS - SEE ATTACHED PRICE LIST "D".

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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DIESEL EMISSION CONTROL DEVICES:

INTERNATIONAL AUTO-THERM HEATER - SEE ATTACHED PRICE LIST "E".  
ADD \$100.00 FREIGHT PER UNIT FOR LESS THAN 5 UNITS.  
FREIGHT IS INCLUDED FOR 5 UNITS OR MORE.

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DIESEL EMISSIONS CONTROL DEVICES:

ESW CCVS - PER ATTACHED PRICE LIST "F"  
ADD \$60.00 PER UNIT FOR FREIGHT.

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0009	06038	EA	
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DIESEL EMISSION CONTROL DEVICES:

INTERNATIONAL (ECS) STANDARD COMBICLEAN AND AUTOMATIC COMBICLEAN  
UNITS -

STANDARD = \$ 5293.00

AUTOMATIC = \$ 8782.00

ADD \$750.00 FREIGHT PER UNIT

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END OF ITEM LIST

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

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

BUYER AUTHORIZED DESIGNEE