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

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS				
ITB: 001IT820944	EXPR DATE: 07/31/22 POST DATE: 08/15/19		NET	30 DAY .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.

MARYLAND LAW PREVAILS: THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

THIS CONTRACT IS FOR THREE (3) YEARS WITH TWO (2) ONE-YEAR RENEWAL OPTIONS.

CONTRACT TERM: AUGUST 15, 2019- JULY 31, 2022 OPTION YEAR 1: AUGUST 1, 2022 - JULY 31, 2023 OPTION YEAR 2: AUGUST 1, 2023 - JULY 31, 2024

VENDOR NAME: TILLEY CHEMICAL COMPANY, INC. VENDOR ADDRESS: 501 CHESAPEAKE PARK PLAZA MIDDLE RIVER, MARYLAND 21220 VENDOR CONTACT: JEISON SACON VENDOR NUMBER: 410-574-4500/(FAX) 410-272-3899 VENDOR EMAIL: JSACON@TILLEYCHEM.COM

THIS IS A REQUIREMENT BASED CONTRACT TO SUPPLY THE STATE OF MARYLAND

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AND ITS USING AGENCIES WITH ITS NEEDS FOR OILS, GREASE AND LUBRICANTS.

THIS CONTRACT DOES NOT OBLIGATE THE STATE OF MARYLAND TO PURCHASE ANY MINIMUM OR MAXIMUM QUANTITY THROUGHOUT THE CONTRACT PERIOD. ORDERS FOR ACTUAL REQUIREMENTS MAY BE MORE OR LESS THAN LISTED AND WILL BE PLACED DIRECTLY TO THE SUPPLIER BY THE USING AGENCIES.

DELIVERY: PRODUCTS SHOULD BE DELIVERED AS EXPEDITIOUSLY AS POSSIBLE BUT WITHIN FIVE (5) DAYS UPON RECEIPT OF ORDERS FROM USING AGENCIES. F.O.B. DELIVERED INCLUDING BULK OIL DELIVERIES TO THE MARYLAND TRANSIT ADMINISTRATION (MTA) AND MARYLAND TRANSPORTATION AUTHORITY (MDTA) DELIVERY POINTS, AS DESCRIBED BELOW, AND OTHER USING AGENCIES' BULK DELIVERY POINTS THROUGHOUT THE STATE OF MARYLAND.

REGIONS & COUNTIES: REGION 1: DORCHESTER, WICOMICO, SOMERSET, WORCESTER REGION 2: CAROLINE, KENT, TALBOT, CECIL, QUEEN ANNE'S REGION 3: HARFORD, BALTIMORE CITY, BALTIMORE, ANNE ARUNDEL REGION 4: PRINCE GEORGE'S, CALVERT, CHARLES, ST. MARY'S REGION 5: HOWARD, MONTGOMERY, FREDERICK, CARROLL REGION 6: GARRETT, ALLEGANY, WASHINGTON

VENDOR SHALL HAVE AGENCY CONTACT PERSON CONFIRM TANK LOCATION AND SIGN DELIVERY TICKET.

THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN.

THE CONTRACTOR MAY REQUEST A PRICE ADJUSTMENT REVIEW EVERY THREE MONTHS (QUARTERLY). IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT THE REQUEST IN WRITING WITH THE REQUIRED DOCUMENTATION FOR THE INCREASE/DECREASE. THE BASIS FOR THE CHANGE WILL BE PREDICATED ON THE DEPARTMENT OF LABOR'S PRODUCER PRICE INDEX (PPI) SERIES ID: WPU-05760401- LUBRICATING OIL MATERIALS.

USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF

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TERMS (cont'd):

EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL. THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORT 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. THE USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:

1. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION 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 ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO

DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

3. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSES 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 PERCENT (1%) OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

4. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM, IN WRITING, THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT ELECTRONIC TRANSACTION FEE.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6)(A), THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

(1) A COUNTY OR BALTIMORE CITY;

(2) A MUNICIPAL CORPORATION;

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- (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 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.
 - (I) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
 - (II) 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.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY AS DESCRIBED ABOVE 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 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 USING 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.

THE BIDDER'S EXECUTION AND SUBMISSION OF A RESPONSIVE BID CONSTITUTES A PROMISE BY THE BIDDER TO PERFORM THE CONTRACT

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SOLICITED BY THE DEPARTMENT IN ACCORDANCE WITH THE TERMS AND CONDITIONS STATED IN THE SOLICITATION. THE BID SHALL BE IRREVOCABLE FOR THE PERIOD STATED IN THE SOLICITATION OR FOR SUCH LONGER PERIOD AS THE BIDDER AND THE DEPARTMENT MAY AGREE.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION# MDDGS31036913/0011T820994 INCORPORATED HEREIN BY REFERENCE.

LINE # STATE ITEM ID U/M UNIT COST

0001 40536-201000 GL 307.4500

TRANSMISSION FLUID, AUTOMATIC, DEXTRON III/MERCON, BULK DELIVERY. MEETS SPECIFICATIONS OF GENERAL MOTORS DEXTRON III AND FORD MERCON. QUALIFIED AS AN ALLISON TYPE C-4 FLUID. AUTOMOTIVE TRASMISSION FLUID, ALLISON TRANSMISSION , MEETS ALLISON TRANSMISSION TES 295 SPECIFICATION.BULK DELIVERY

0002 40536-210300 GL 4.9900

FLUID: TRANSMISSION, AUTOMATIC; PASSENGER AND LIGHT DUTY TRUCKS; TO CONFORM TO SPECIFICATIONS FOR TYPE A, SUFFIX A FOR TRANSMISSION FLUID. NOT FOR USE IN FORD MOTOR CO. TRANSMISSIONS. 1-QT. CANS, 12/CASE AUTOMATIC TRANMISSION FLUID, AUTOMATIC, DEXTRON III H/MERCON, MEETS GM/FORD/ALLISON C-4 SPECIFICATION.BULK DELIVERY

0003 40536-210355 DR 307.4500

LINE # STATE ITEM ID U/M UNIT COST

FLUID: TRANSMISSION, AUTOMATIC; PASSENGER AND LIGHT DUTY TRUCKS; TO CONFORM TO SPECIFICATIONS FOR TYPE A, SUFFIX A FOR TRANSMISSION FLUID. NOT FOR USE IN FORD MOTOR CO. TRANSMISSIONS. 55 GAL. DRUM. TRANSIMISSION OIL/FLUID SAE 30 CONOCO POWER DIVE FLUID SHALL MEET OR EXCEED THE FOLLOWING SPECIFICATION ALLISON C-4 (SA 10W-30, CATERPILLAR TO-4, DANA SPICER TRANSMISSION.DENSITY,G/CM3 @15.6 DEGREES C (60F) 0.883; COLOR ASTM D1500 2.0; FLASH POINT (COC0, DEGREES C (60F) 0.883; COLOR ASTM D1500 2.0; FLASH POINT (COC0, DEGREE C (F) 233 (451); POUR C(F)-30 (-22); VISCOSITY CP@-35 C (BROOFIELD); CST @40C 98.0; CST @100 C 11.5; SUS @100F 510;SUS@210F 65.8; VISCOSITY INDEX 97; ASH,SULFATE, ASTM D874,WT% 1.23; TOTAL BASE NUMBER (TBN,ASTM D2896 7.6; ZINC,WT% 0.124. IN 55 GALLON DRUM

0004 40536-210355 DR 4.7900

FLUID: TRANSMISSION, AUTOMATIC; PASSENGER AND LIGHT DUTY TRUCKS; TO CONFORM TO SPECIFICATIONS FOR TYPE A, SUFFIX A FOR TRANSMISSION FLUID. NOT FOR USE IN FORD MOTOR CO. TRANSMISSIONS. 55 GAL. DRUM. FLUID;TRANSMISSION. AUTOMATIC; PASSENGER AND LIGHT DUTY TRUCK;TO CONFORM TO SPECIFICATION FOR TYPE A, SUFFIX A FOR TRANSMISSION FLUID NOT FOR USE IN FORD MOTORS CO. TRANSMISSION .55 GAL.DRUM. AUTOMOTIVE TRANSMISSION FLUD,AUTOMATIC,ALLISON TRANSMISSION MEETS ALLISON TRANSMISSION TES 295 SPECIFICATION IN 55 GALLON DRUN

DR

1,517.4500

0005 40539-54300A

10W30 MOTOR OIL (55GAL. DRUM) OIL AUTOMOTIVE SAE 30 DIESEL & GASPLINE ENGINE MEETS API SJ/CF-2 MILSPEC 2104, M-L-46152, 55 DRUM DRUM.

0006 40539-053050 GL 521.9500

OIL, MOTOR SAE5W30 IN BULK DELIVERY.

OIL AUTOMOTIVE SAE 5W-30 GASOLINE ENGINES API SM, ILSA GF-4 ENERGY CONSERVING BULK DELIVERY.

0007 40539-54300A DR 32.0000

10W30 MOTOR OIL (55GAL. DRUM)

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0012 40549-809040 DR 296.4500

OIL, GEAR MULTIPURPOSE GRADE 80W90 IN 400LB DRM. MEET REQUIRMENT OF API-GL-5 & RECENT VERSION OF MIL SPEC MIL-L-2105.

OIL,GEAR 80W-14 SYNTHETIC MEETS API-GL-5,MIL -L-2L05D,MACK GO-H IN 100 LB DRUM 400 LB.DRUM.

0013 40551-353004 GL 162.0000

OIL: HYDRAULIC HOIST; FOR HYDRAULIC ACTUATING SYSTEMS, EITHER VANE OR GEAR-TYPE PUMPS ON MOBILE CONSTRUCTION EQUIPMENT AND FOR HYDRAULIC SYSTEMS IN INDUSTRIAL-TYPE MANUFACTURING MACHINES; TO CONTAIN CORROSION, OXIDATION AND FOAM INHIBITORS IN SUFFICIENT QUANTITIES TO PROTECT THE SYSTEM, TO HAVE NO DELETERIOUS EFFECT ON NEOPRENE AND/OR LEATHER SEALS USED IN SYSTEM. GRADE: EITHER LIGHT OR MEDIUM. 55 GAL. DRUMS. OIL; HYDRAULIC HOIST: FOR HYDRAULIC ACTUATING SYSTEM, EITHER VANE OR GEAR-TYPE PUMPS ON MOBILE CONTSTRUCTION EQUIPMENT AND FOR HYDRAULIC SYSTEM IN INDUSTRIAL-TYPE MANUFACTURING MACHINE, TO CONTAIN CORROSION, OXIDATION AND FOAM INHIBITTORS IN SUFFICIENT QUANTITIES TO PROTECT SYSTEM, TO HAVE NO DELETERIOUS EFFECT ON NEOPRENE AND/OR LEATHER SEALS USED INE SYSTEM. GRADE; EITHER LIGHT OR MEDIUM.55 GAL. DRUM OIL HYDRIAULIC AW ISO 46 GENERAL PURPOSE ANTI WEAR MUST MEET THE PERFORMANCE REOUIREMENTS OF DENISON HYDAULICS HF-2 AMD VICKIE (EATON) IS-286-S IN BULK DELIVERY

0014 40524-001003 EA 411.9500

GREASE: HI-TEMP, 14 OZ./CAN 10CAN/CASE

GREASE LITHIUMTYPE, HIGH TEMPERATURE, NGLI-2, EP, GC, MINIMUM DROPPING POINT 501 DEGREE FAHR, ANTI-WEAR/ANTRI-RUST ADDITIVES TIMKEN OK LOAD 60,400 LB DRUM

0015 40524-001003 EA 6.9900

GREASE: HI-TEMP, 14 OZ./CAN 10CAN/CASE

GREASE LUBRICATION TYPE EXTREME PRESSURE CHASIS HIGH TEMPERATURE 14 OZ. 10/CASE CHASIS NGLT GRADE

_____ END OF ITEM LIST _____

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UPON ACCEPTANCE OF A BID, THE PROCUREMENT OFFICER MAY ISSUE A BLANKET PURCHASE ORDER (BPO), IN A FORM TO BE DETERMINED BY THE DEPARTMENT, TO THE BIDDER ACCEPTING THE BID AND BINDING THE BIDDER TO A CONTRACT. THE EXECUTION AND ISSUANCE OF A BPO BY THE PROCUREMENT OFFICER, SUBJECT TO ALL NECESSARY APPROVALS, SHALL CONSTITUTE ACCEPTANCE OF THE BID AND FINAL AWARD OF THE CONTRACT. THE CONTRACT OF THE PARTIES WILL BE EMBODIED IN THE CONTRACT DOCUMENTS, WHICH SHALL CONSIST OF THE EXECUTED BPO OF THE PROCUREMENT OFFICER, INCLUDING ALL DOCUMENTS, TERMS, AND CONDITIONS INCORPORATED INTO THOSE DOCUMENTS BY THE TERMS OF THE SOLICITATION, THE BPO, THE BID, OR BY OPERATION OF LAW, AND THE EXECUTED BID OF THE BIDDER. IF THE PROCUREMENT OFFICER ISSUES A BPO, AT THE OPTION OF THE PROCUREMENT OFFICER IT WILL NOT BE NECESSARY FOR THE BIDDER TO EXECUTE THE BPO OR ANY OTHER FORM OF CONTRACT OR AGREEMENT. THE PROCUREMENT OFFICER MAY REQUIRE THAT THE PARTIES BOTH EXECUTE A SINGLE DOCUMENT AS THE EMBODIMENT OF THE CONTRACT BETWEEN THE PARTIES.

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