STATE OF MARYLAND

BLANKET PURCHASE ORDER

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

TILLEY CHEMICAL CO INC
501 CHESAPEAKE PARK PLAZA

Baltimore, MD 21220
(410) 574-4500

REFER QUESTIONS TO:

ALLEGRA DAYE
(410) 767-4032

ALLEGRA.DAYE@MARYLAND.GOV

ITB: 001IT820944 EXPY DATE: 07/31/22 NET 30 DAY

POST DATE: 08/15/19 CONTRACT AMOUNT: .00

DISCOUNT TERMS:

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

*** CONTINUED, NEXT PAGE ***
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:

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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, WHICHER 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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TERMS (cont’d):

(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# MDDGS31036913/001IT820994 INCORPORATED HEREIN BY REFERENCE.

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<td>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</td>
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<td>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 TRANSMISSION FLUID, AUTOMATIC, DEXTRON III H/MERCON, MEETS GM/FORD/ALLISON C-4 SPECIFICATION.BULK DELIVERY</td>
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**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.**

TRANSMISSION 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 (COCO, DEGREE C (F) 233 (451); POUR C(F)-30 (-22); VISCOSITY CP@-35 C (BRÜHLFELD); 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

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

OIL, MOTOR SAE5W30 IN BULK DELIVERY.

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

10W30 MOTOR OIL (55GAL. DRUM)

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**STATE OF MARYLAND**

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OIL AUTOMOTIVE SAE 10W-30 API SM, ILSAC G-4 ENERGY CONSERVING 55 GALLON DRUMS.

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**OIL, GEAR MULTIPURPOSE GRADE 80W90 IN 35LB PAIL. MEET REQUIREMENT OF API-GL-5 & RECENT VERSION OF MIL SPEC MIL-L-2105.**


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**OIL, GEAR MULTIPURPOSE GRADE 80W90 IN 35LB PAIL. MEET REQUIREMENT OF API-GL-5 & RECENT VERSION OF MIL SPEC MIL-L-2105.**

**OIL GEAR MULTIPURPOSE GRADE 80W-90 MEETS REQUIREMENT OF API-GL-5, SAE J-2360 IN 35LB PAIL.**

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**OIL, GEAR MULTIPURPOSE GRADE 80W90 IN 35LB PAIL. MEET REQUIREMENT OF API-GL-5 & RECENT VERSION OF MIL SPEC MIL-L-2105.**

**OIL GEAR 80-W 140 SYNTHETIC MEETS API-GL-5 MIL-L-2105D, MACK 60-H IN 12 LB KEG.**

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**OIL, GEAR MULTIPURPOSE GRADE 80W90 IN 120LB KEG. MEET REQUIREMENT OF API-GL-5 & RECENT VERSION OF MIL SPEC MIL-L-2105.**

**OIL GEAR MULTIPURPOSE GRADE 80W-90 MEETS REQUIREMENT OF API-GL-5, SAE J-2360 IN 120 LB KEG.**
## BLANKET PURCHASE ORDER

**STATE OF MARYLAND**

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OIL, GEAR MULTIPURPOSE GRADE 80W90 IN 400LB DRM. MEET REQURIMENT 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 CONSTRUCTION EQUIPMENT AND FOR HYDRAULIC SYSTEM IN INDUSTRIAL-TYPE MANUFACTURING MACHINE, TO CONTAIN CORROSION, OXIDATION AND FOAM INHIBITORS IN SUFFICIENT QUANTITIES TO PROTECT SYSTEM, TO HAVE NO DELETERIOUS EFFECT ON NEOPRENE AND/OR LEATHER SEALS USED IN SYSTEM. GRADE; EITHER LIGHT OR MEDIUM. 55 GAL. DRUM OIL HYDRAULIC AW ISO 46 GENERAL PURPOSE ANTI WEAR MUST MEET THE PERFORMANCE REQUIREMENTS OF DENISON HYDRAULICS HF-2 AMD VICKIE (EATON) IS-286-S IN BULK DELIVERY.

| 0014   | 40524-001003  | EA   | 411.9500  |

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

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

| 0015   | 40524-001003  | EA   | 6.9900    |

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

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

|          |               |      |           |

END OF ITEM LIST