

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600027

PRINT DATE: 07/13/23

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: LARRY MAURICE DOUGLAS JR 505 MULBERRY ST SALISBURY, MD 21802 (443)235-3081	REFER QUESTIONS TO: MATTHEW SMITH (410)767-3039 MATTHEW.SMITH2@MARYLAND.GOV	
ITB:	EXPR DATE: 08/01/24 POST DATE: 06/26/23	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.

STATEWIDE CONTRACT
FOR
OILS, GREASE AND LUBRICANTS

THIS IS THE SECOND AND FINAL OPTION BEGINNING 8/1/2023 THROUGH 7/31/2024 UNDER THE SAME TERMS AND CONDITIONS.

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: LMD ENTERPRISES
VENDOR ADDRESS: 505 MULBERRY STREET
SALISBURY, MARYLAND 21804
VENDOR CONTACT: LARRY DOUGLAS

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TERMS (cont'd):

VENDOR NUMBER: 443-235-3081
VENDOR EMAIL: LMDE128@GMAIL.COM

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

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TERMS (cont'd):

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 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:

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TERMS (cont'd):

- (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 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.

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TERMS (cont'd):

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

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	40524-421200	EA	594.0000
GREASE, LITHIUM COMPLEX, M/P, IN 120LB KEG. NLGI GRADE 2 MEETS REQUIRMENTS FOR GC-LB MINIMUM TIMKEN OK LOAD 40LBS.			
GREASE, LITHIUM COMPLEX, M/P, NLGI GRADE 2 MEETS REQUIREMENTS FOR FOR GC-LB MINIMUM TIMKEN OK LOAD 40LBS IN 120LB KEG			
0002	40539-200050	DR	849.4200
OIL, AUTOMOTIVE ENGINE, MULTI-VISCOSITY 10W-30 SERIES API SG/CD, ENER G CONSERVING II, DRYDEN II OR EXACT EQUAL. 55 GAL. DRUM			
OIL,AUTOMOTIVE ENGINE,MUTLI-VISCOSITY 10W-30 SERIES API SG/CD ENERGY CONSERVING II,DRYDEN II EXACT EQUAL.55 GAL.DRUM OPIL AUTOMOTIVE SAE 10W-30 GASOLINE ENGINES,API SM,ISLAC GF-4 ENERGY CONSERVING.			
0003	40539-541009	QT	53.3520
OIL, MOTOR, MULTI-GRADE SAE 10W30 - 24 QT/CS			

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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OIL AUTOMOTIVE SAE10W GASOLINE AND DIESEL ENGINES, APICE
CD/SG-SAE10:MEETING U.S MILITARY SPEC MIL-L-2104E AND MIL-L-46152E,
CATERPILLAR CD/T04 GRADE API 29.5; POUND PER GALLON 7.3; FLASHPOINT F
(C) (COC) 426 (219 VISCOSITY, CPAT-2 (CCS) 1880; VISCOSITY CP AT C
(MRV)10,000 @-25C; DETCTABLE YIELD STRESS PER SAE J300 NO VISCOSITY
CST AT 40 C 35.5; CST AT 100 C 6.2 SUS AT 100F 182; SUS AT 210 F
47; VISCOSITY INDEX 124; POUND POINT, F(C)-27 (33); SULFATED ASH, WT%,
MAX 0.9; TOTAL BASE NUMBER (TBN) ASTM D2896 8.5; COLOR ASTEM

END OF ITEM LIST

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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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE