

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B7400009

PRINT DATE: 05/10/16

PAGE: 01

SHIP TO:		
AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: 1251875456 PPC LUBRICANTS 305 MICRO DR JONESTOWN, PA 17038 (800) 772-5823	REFER QUESTIONS TO: IRIS LESTER BELL (410) 767-4612 IRIS.LESTER@MARYLAND.GOV	
ITB:	EXPR DATE: 06/30/17 POST DATE: 05/10/16	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
DIESEL EXHAUST FLUIDS

THIS IS THE FINAL RENEWAL OPTION AGAINST CONTRACT 001B4400625

VENDOR: PPC LUBRICANTS

VENDOR FEIN: 25-1875456

VENDOR PHONE: 1-800-772-5823

VENDOR CONTACT: MALINDA RIVERA

CONTRACT PERIOD: ONE (1) YEAR FROM JULY 1 2016 THROUGH JUNE 30, 2017, WITH SAME TERMS, CONDITIONS AND PRICES.

CONTRACT SCOPE: A COMPREHENSIVE, SOLUTIONS BASED CONTRACT COVERING THE SUPPLY AND DISTRIBUTION OF DIESEL EXHAUST FLUID.

DESIGNATED AGENCY & ADDITIONAL USER CLAUSE: STATE HIGHWAY ADMINISTRATION, MARYLAND TRANSPORTATION AUTHORITY AND OTHER STATE AND LOCAL MUNICIPAL DIVISIONS ARE AUTHORIZED TO PURCHASE FROM THIS

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TERMS (cont'd):

CONTRACT.

BASIS OF AWARD: THE BASIS OF AWARDS SHALL BE ONE AWARD FOR THE BEST PRICE FOR BULK GALLON DELIVERY SERVICES. TO BE AWARD VENDOR MUST BE ABLE TO DELIVER TO ALL LOCATIONS. THE SECOND AWARD SHALL BE FOR BULK TANKER DELIVERY SERVICES AND VENDOR MUST BID ALL THREE LOCATIONS.

MANDATORY USAGE REPORT: THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THE CONTRACT BEGINNING WITH THE START DATE, A QUARTERLY USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEMS DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO: DEPARTMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT AND LOGISTICS, 301 W. PRESTON STREET, ROOM M-4, BALTIMORE, MD 21201, ATTN: AWAWU SALAKO. YOU MAY EMAIL THE REPORT TO AWAWU.SALAKO@MARYLAND.GOV. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD. FAILURE TO PROVIDE THIS REPORT MAY RESULT IN DEFAULT OF THIS CONTRACT AND THE CONTRACT MAY BE TERMINATED IMMEDIATELY.

OPEN MARKET CLAUSE: THE USING AUTHORITIES MAY PURCHASE ON THE OPEN MARKET THE PRODUCTS LISTED IN THE CASE OF VENDOR FAILURE TO PROVIDE THE COMMODITY IN THE TIME FRAME PRESCRIBED IN THE CONTRACT. VENDOR WILL BE RESPONSIBLE FOR COST DIFFERENCE BETWEEN CONTRACT PRICING AND OPEN MARKET PURCHASE.

ORDERING PROCEDURE: THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT WITHIN PROCUREMENT OFFICERS CARD LIMITATION OF \$5,000.00. ALL PURCHASES MADE VIA PURCHASING CARD MUST BE REFLECTED ON THE QUARTERLY USAGE REPORT. ORDERS ARISING AFTER AWARD OF THIS REQUEST SHALL ONLY BE ACCEPTED BY THE VENDOR HOLDING THE CONTRACT FOR THAT PARTICULAR "REGION(S)". AGENCY PERSONNEL SHALL SUBMIT ORDERS TO THEIR RESPECTIVE REGION AWARDEE. AGENCY AND VENDOR ARE ASKED NOT TO SUBMIT OR ACCEPT ORDERS OUTSIDE THEIR RESPECTIVE REGION(S) UNLESS THE OPEN MARKET CLAUSE IS NECESSARY TO FULFILL THE CONTRACT. THE AWARDED VENDOR SHALL CONDUCT

PAYMENT TERMS: ARE TO BE NET 30 DAYS.

TAX PAYMENT: THE STATE OF MARYLAND IS EXEMPT FROM ALL FEDERAL, STATE, AND TRANSPORTATION TAXES AND WILL NOT PAY OR REIMBURSE FOR SUCH TAXES.

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TERMS (cont'd):

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED AT \$30,000.00 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY, AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASE SHALL BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED" BASIS.

CONTRACT TERMINATION: THIS CONTRACT WILL BE TERMINATED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND OPEN MARKET PRICE TO FULFILL THE CONTRACT.

DELIVERY CONDITIONS:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF ALL DELIVERY PERSONNEL, WHETHER THE CONTRACTOR EMPLOYS THEM DIRECTLY OR BY SUB-CONTRACT.

ALL VEHICLES USED IN DELIVERING PRODUCT, CONTRACTOR'S OR COMMON CARRIER, SHALL BE IN GOOD REPAIR AND OPERATED BY TRAINED PERSONNEL.

DELIVERY SHALL BE MADE MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, BETWEEN 8:00 A.M. AND 3:00 P.M. UNLESS OTHERWISE REQUESTED BY THE BASE SUPERINTENDENT. THE DRIVER WILL REPORT TO THE MTA SUPERINTENDENT'S OFFICE BEFORE DROPPING ANY PRODUCT. AN MTA EMPLOYEE MAY SAMPLE THE FLUID IN THE TANK BEFORE AND AFTER PRODUCT DELIVERY. THE SECOND READING SHALL BE TAKEN AT LEAST 5 MINUTES AFTER THE DELIVERY TO ALLOW PRODUCT TO SETTLE. THE DRIVER WILL GET THE DELIVERY TICKET SIGNED BY THE MAINTENANCE SUPERINTENDENT OR HIS DESIGNEE. THE DRIVER SHALL COOPERATE WITH FLUID SAMPLING.

MTA RESERVES THE RIGHT TO AUGMENT SCHEDULED DELIVERIES BY REQUESTING ADDITIONAL DELIVERY. ADDITIONAL DELIVERIES SHALL BE MADE BEFORE 3:00 PM THE MORNING AFTER THE REQUEST IS MADE. A SCHEDULED DELIVERY MAY BE CANCELLED BY THE BASE SUPERINTENDENT OR DESIGNEE CANCELING DELIVERY THE DAY BEFORE THE SCHEDULED DELIVERY.

TICKET SHALL SHOW THE TYPE OF FLUID, THE GROSS GALLONS OF FUEL AT THE TEMPERATURE AT WHICH THE FUEL LEAVES THE RACK. THE PRODUCT TEMPERATURE AND API SPECIFIC GRAVITY SHALL BE SHOWN ON THE TICKET. TICKETS SHALL SHOW THE FACILITY TO WHICH THE FUEL WAS DELIVERED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY INCORRECT DELIVERIES. IN SUCH AN EVENT THE CONTRACTOR WILL BE RESPONSIBLE FOR EMPTYING,

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TERMS (cont'd):

CLEANING AND REFILLING ALL AFFECTED TANKS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR DISPOSAL OF THE CONTAMINATED FLUID IN A MANNER CONSISTENT WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ANY DAMAGE DONE TO MTA EQUIPMENT BY USE OF THE CONTAMINATED FLUID.

DELIVERY LOCATIONS - MTA FACILITY LOCATIONS TANKS:

BUSH DIVISION - 1515 WASHINGTON BLVD. BALTIMORE MD. 21230
ONE 2,000 GAL. TANK

KIRK DIVISION - 2300 KIRK AVE. BALTIMORE MD. 21218
ONE 1,000 GAL. TANK

EASTERN DIVISION - 201 OLDHAM ST. 21224
ONE 1,000 GAL. TANK

NORTH WEST DIVISION - 4401 MT. HOPE DR., BALTIMORE, MD 21215
ONE 1,500 GAL. TANK

CONTRACT ACCEPTANCE: THIS BLANKET PURCHASE ORDER (BPO) IS ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819484/ MDDGS31013645) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB (#001IT819430) AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

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 OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOL; 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.
- (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS

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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 PURCHASE 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 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.

PROCESSING FEE

1.
CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING 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 CONTRACTS UNIT PRICES

2.
THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER AND THE EMM ACCOUNTANT, AWAWU SALAKO, AT AWAWU.SALAKO@MARYLAND.GOV

3.
FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE 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 (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	31239-000000	GL	8.0684

DIESEL EXHAUST FLUID, 2.5 GALLON BOTTLES

0002	31239-000001	GL	123.0575
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DIESEL EXHAUST DRUMS, 55 GALLON DRUMS

0003	31239-000002	GL	2.2572
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DIESEL EXHAUST FLUID , 330 GALLON TOTE
(PALLET)

0004	31239-000001	GL	2.3562
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DIESEL EXHAUST FLUID, 275 GALLON TOTE (PALLET)

0005	31239-000001	GL	21.2900
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DIESEL EXHAUST DRUMS, NEW MICROMATIC FITTING. MUST BE ADDED
TO FIRST TIME DELIVERY OF TOTE SERVICE DELIVERY.

0006	31239-000001	GL	420.5500
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DIESEL EXHAUST DRUMS, PUMP AND COUPLER FOR TOTE.

0007	31239-000001	GL	160.0000
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DIESEL EXHAUST DRUMS, LEVER PUMP AND MANUAL NOZZLE FOR DRUM

END OF ITEM LIST

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THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WILL BE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER (BASIS FOR AWARD).

DELIVERY CONDITIONS:

DELIVERY SHALL BE MADE MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, BETWEEN 8:00 A.M. AND 3:00 P.M.

DGS-P&L RESERVES THE RIGHT TO AUGMENT SCHEDULED DELIVERIES BY REQUESTING ADDITIONAL DELIVERY. ADDITIONAL DELIVERIES SHALL BE MADE WITHIN THREE BUSINESS DAYS AFTER MAKING THE REQUEST.

THE CONTRACTOR IS REQUIRED TO ALERT FUEL SITE LOCATIONS 24 HOURS PRIOR TO THE DELIVERY. FOLLOWING DELIVERY A DELIVERY TICKET DATE/TIME STAMP MUST BE TRANSMITTED VIA EMAIL TO THE APPROPRIATE STATE AGENCY FUEL LIAISON.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

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AUTHORIZED BY: _____



BUYER AUTHORIZED DESIGNEE

DATE: _____

5/10/2016