

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5400466

PRINT DATE: 10/31/15

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: W W GRAINGER INC 8820 CITATION ROAD SUITE 204 BALTIMORE, MD (410)391-9000	21221-3101	REFER QUESTIONS TO: CHRISTINE VASILIAU (410)767-4281 CHRISTINE.VASILIAU@MARYLAND.GOV
ITB:	EXPR DATE: 04/30/16 POST DATE: 05/11/15	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.

VENDOR TELEPHONE NUMBER: (800) 225-5464 SHAUN JACKSON
(215) 870-1713 (CELL)

CONTRACT PERIOD: MAY 8, 2015 THROUGH MAY 8, 2016

THIS IS THE FRST RENEWAL AGAINST CONTRACT 001B2400467

VENDOR TO SUPPLY EMERGENCY PREPARDNESS HOMELAND SECURITY SUPPLIES ONLY ACCORDING TO THE WSCA MASTER PRICE AGREEMENT NUMBER 1862, WITH THE STATE OF NEVADA

WESTERN STATES CONTRACTING AGREEMENT DISCOUNT PRODUCT CATEGOARY:
THIS IS A PARTIAL LISTING OF CATEGORIES SUPPLIED UNDER THIS AGREEMENT. FOR EXACT PRICING LOG ONTO WWW:GRAINGER.COM/WSCS, AND SCOPE: VENDOR TO SUPPLY MAINTENANCE, REPAIR & OPERATING SUPPLIER (MRO) IN ACCORDANCE WITH THE WSCA MASTER PRICE AGREEMENT NUMBER 1862, WITH THE STATE OF NEVADA.

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPT. OF GENERAL SERVICES ONCE THOSE CONTRACTS EXPIRE INCLUDING ANY RENEWAL OPTIONS. GRAINGER MAY THEN SUPPLY THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS AGREEMENT.

WESTERN STATES CONTRACTING AGREEMENT (WSCA) DISCOUNTED PRODUCTS CATEGORY: THIS IS A LISTING OF CATEGORIES SUPPLIED UNDER THIS

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TERMS (cont'd):

AGREEMENT. FOR EXACT PRICING LOG ON TO WWW.GRAINGER.COM/WSCA, AND SELECT MARYLAND. ALL OTHER CATEGORIES WITHIN THE GRAINGER CATALOG RECEIVE A MINIMUM 10% DISCOUNT.

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GRAINGER CATEGORIES & DISCOUNT UNDER THIS CONTRACT:

CATEGORY	DISCOUNT
1. MOTORS & ACCESSORIES	28%
2. ELECTRICAL & EQUIPMENT	15%
3. LAMP FIXTURES	45%
4. POWER TOOLS & ACCESSORIES	20%
5. PNEUMATIC TOOLS	12%
6. HAND TOOLS	25%
7. PLUMBING EQUIPMENT & ACCESSORIES	15%
8. HVAC	13%
9. FASTENERS	25%
10. BATTERIES & FLASHLIGHTS	18%
11. OUTDOOR GARDEN SUPPLIES & EQUIPMENT	12%
12. SAFETY & SECURITY	20%
13. WELDING AND SOLDERING	15%
14. AIR FILTERS	40%
15. MATERIAL HANDLING	15%
16. PAINT AND ACCESSORIES	12%
17. CLEANING	15%

THIS CONTRACT IS SUBJECT TO STATE OF MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000.00.

CHANGES:

A. IN SUPPORT OF THE STATE'S SMALL BUSINESS INITIATIVE AND THE

CURRENT LIGHTING & CLEANING CONTRACT GRAINGER WILL NOT BE EXTENDING WSCA PRICING ON PRODUCTS IN THOSE COMMODITY GROUPS. HOWEVER, SHOULD THE STATE CHOOSE TO PURCHASE COMMODITIES FROM GRAINGER UNDER THIS AGREEMENT THEY WILL EXTEND THEIR CURRENT AGREEMENT DISCOUNT PROGRAM.

B. BOTH PARTIES AGREE THAT THIS CONTRACT MAY BE CANCELLED BY GRAINGER OR THE DEPARTMENT OF GENERAL SERVICES UPON ONE HUNDRED AND TWENTY (120) DAYS NOTICE, IN WRITING, PRIOR TO THE EFFECTIVE DATE OF CANCELLATION.

C. THE STATE OF MARYLAND AND GRAINGER HAVE AGREED TO INCORPORATE THE STATE OF MARYLAND TERMS, CONDITIONS AND MBE GOALS. IN THE EVENT OF A CONFLICT BETWEEN THE STATE OF MARYLAND TERMS AND CONDITIONS AND THE TERMS AND CONDITIONS OF THE WSCA MASTER PRICE AGREEMENT NUMBER 1862, WITH THE STATE OF NEVADA, THE TERMS OF THE STATE OF MARYLAND WILL TAKE PRECEDENCE.

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TERMS (cont'd):

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 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.

B. THE STATE AND GRAINGER HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 AND THE TERMS AND CONDITIONS OF THE WSCA MASTER PRICE AGREEMENT, NUMBER 1862, WITH THE STATE OF NEVADA, THE MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 WILL TAKE PRECEDENCE OVER TERMS CONTAINED IN THE WSCA MASTER PRICE AGREEMENT, NUMBER 1862.

SELECT MARYLAND. ALL OTHER CATEGORIES WITHIN THE GRAINGER CATALOG RECEIVE A MINIMUM 10% DISCOUNT.

GRAINGER PRODUCT CATEGORIES:

1. PERSONAL PROTECTIVE EQUIPMENT (PAGES 33 - 51)
2. DECONTAMINATION EQUIPMENT (PAGES 33 - 51)
3. SURGE CAPACITY (PAGES 15 - 32)
4. ISOLATION EQUIPMENT (PAGES 17 - 18)

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TERMS (cont'd):

- 5. INOPERABLE COMMUNICATIONS (PAGES 10 - 13)
- 6. EVACUATION EQUIPMENT (PAGES 4 - 9)
- 7. FATALITY MANAGEMENT (PAGES 4 - 9)
- 8. EMERGENCY MANAGEMENT EVENT TRACKING SYSTEM (PAGE 10)
- 9. MISCELLANEOUS SUPPORT ITEMS - SEE GRAINGER FULL LINE CATALOG AT WWW:GRAINGER.COM

THIS CONTRACT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000

- A. BOTH PARTIES AGREE THAT IS CONTRACT MAY BE CANCELLED BY GRAINGER UPON ONE HUNDRED AND TWENTY (120) DAYS NOTICE, IN WRITING, PRIOR TO THE EFFECTIVE DATE OF CANCELLATION.
- B. THE STATE AND GRAINGER HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 AND THE TERMS AND CONDITIONS OF THE WSCA MASTER PRICE AGREEMENT, NUMBER 1862, WITH THE STATE OF NEVADA, THE MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 WILL TAKE PRECEDENCE OVER TERMS CONTAINED IN THE WSCA MASTER PRICE AGREEMENT, NUMBER 1862.

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EMERGENCY MEDICAL SUPPLIES

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____
BUYER AUTHORIZED DESIGNEE