BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B1600386 PRINT DATE: 03/11/21 PAGE: 01

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
POWERHOUSE TOOL & SUPPLY INC
201-C1 RITCHIE RD
CAPITOL HEIGHTS, MD 20743
(301) 350-8200

REFER QUESTIONS TO:
MILTON FERGUSON
(410) 767-4612
ALEX.FERGUSON@MARYLAND.GOV

ITB: EXPR DATE: 04/20/22
POST DATE: 03/11/21 DISCOUNT TERMS: .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
ABSORBENT MATERIAL

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS.

OPTION ONE TERM: APRIL 21, 2021 THROUGH APRIL 20, 2022, UNDER THE SAME TERMS, CONDITIONS, PROVISIONS, AND PRICE.

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS OF A COMMODITIES CONTRACT OVER $25,000.00.

THE PURPOSE OF THIS CONTRACT IS TO OBTAIN A SOURCE OF SUPPLY OF ABSORBENT MATERIAL AT A FIRM FIXED PRICE WITH NO OPTIONS TO INCREASE.

THE STATE RESERVES THE RIGHT TO INSPECT EACH SHIPMENT PRIOR TO ACCEPTANCE BY THE STATE FOR COMPLIANCE WITH THE SPECIFICATION HEREIN.

VENDOR REPRESENTATIVE CONTACT: IVY SPEAKE
EMAIL ADDRESS: IVY@POWERHOUSETOOLSUPPLY.COM
TELEPHONE #(301) 350-8200

*** CONTINUED, NEXT PAGE ***
TERMS (cont’d):

AGENCY CONTACT: MILTON FERGUSON  
EMAIL ADDRESS: MILTON.FERGUSON@MARYLAND.GOV  
TELEPHONE #(410) 767-4612

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STATE ITEM ID</th>
<th>U/M</th>
<th>UNIT COST</th>
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<tr>
<td>0001</td>
<td>48574-900000</td>
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<td>19.9500</td>
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ABSORBENT MATERIAL "W" HYDOCARBON - 100% RECLAIMED SHORT FIBER WOOD PULP

ABSORBENT MATERIAL MUST MEET THE FOLLOWING MATERIAL, PACKAGING AND DELIVERY SPECIFICATIONS. ANY MATERIAL THAT DOES NOT MEET THESE SPECIFICATIONS WILL NOT BE ACCEPTED WITHOUT THE EXPRESS PRIOR APPROVAL OF THE MARYLAND DEPARTMENT OF THE ENVIRONMENT EMERGENCY RESPONSE DIVISION.

SEE ATTACHED SPECIFICATIONS.

END OF ITEM LIST

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

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

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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.

**********************************************************
CONTRACT
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DESIGNATED AGENCY ONLY ( )

AVAILABLE TO:  ALL STATE OF MARYLAND AGENCIES (X)
STATE AGENCIES AND POLITICAL SUBDIVISIONS ( )

AFTER AWARD OF THE CONTRACT, THE CONTRACT SHALL BE ADMINISTERED,
WHOLLY OR IN PART (AS DETERMINED BY THE STATE OF MARYLAND), USING
EMARYLAND MARKETPLACE, THE STATE OF MARYLAND'S INTERNET-BASED
PROCUREMENT SYSTEM. THE CONTRACTOR SHALL, AS REQUIRED BY THE STATE:

1. ENTER INTO A CONTRACTUAL AGREEMENT WITH THE STATE OF MARYLAND'S
   CONTRACT PROVIDER OF EMARYLAND MARKETPLACE FOR THE PAYMENT OF A
   1% TRANSACTION FEE NOT TO EXCEED $500 FOR EACH PURCHASE ORDER
   GENERATED IN THE SYSTEM.
   THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF
   GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 WEST PRESTON
   STREET, ROOM 1309, BALTIMORE, MARYLAND 21201, WITHIN TEN (10)
   CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH
   THE USAGE REPORT DOCUMENTING ALL CONTRACT SALES TO THE PROCUREMENT OFFICER IRIS LESTER BELL@MARYLAND.GOV AND
   AWAWU.SALAKO@MARYLAND.GOV

2. ACCEPT AND PROCESS ORDERS, BILLINGS, PAYMENTS AND OTHER TRANS-
   ACTIONS USING EMARYLAND MARKETPLACE THROUGH THE USE OF CREDIT
   PURCHASING CARD, ELECTRONIC CARD, ETC. AS THE PREFERRED PAYMENT
   INSTRUMENTS FROM STATE AND LOCAL GOVERNMENTAL AGENCIES AUTHORIZED
   TO USE THIS CONTRACT AND ACCEPT PAYMENT BY INVOICE WHERE THE
   PAYMENT AMOUNT EXCEEDS THE CREDIT LIMIT IF OR NO OTHER MEANS
   PAYMENT IS AVAILABLE;

3. INTERACT AND INTERFACE WITH EMARYLAND MARKETPLACE, THE
   PROCUREMENT OFFICER, AND CONTRACTORS PROVIDING EMARYLAND
   MARKETPLACE TO THE STATE; AND

4. COMPLY WITH ALL STATE PROCEDURES AND REQUIREMENTS
   RESPECTING EMARYLAND MARKETPLACE.

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A report must be furnished by the successful vendor monthly detailing the purchases of all items on contract. The report must be in Excel format. Format shall be at vendors option providing that, as a minimum, the report reflects the contract number, contract item number, the dollar volume purchased of each item, agency identification, and the contract total. The report must be filed within thirty (30) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required all costs and expenses of complying with this provision shall be borne by the contractor at no additional cost to the state.

For additional information concerning Emaryland marketplace, please contact Lisa McDonald at (410)767-4084 or Lisa.McDonald@maryland.gov.

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