

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

**BPO NO:** 001B5600223

**PRINT DATE:** 11/06/24

**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:

ENAYATULLAH RAYHAN  
(410 )767-5139  
ENAYATULLAH.RAYHAN@MARYLAND.GOV

**ITB:** DGSR5600019

**EXPR DATE:** 10/31/27  
**POST DATE:** 11/04/24

**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  
ABSORBENT "W" HYDROCARBON ABSORBING MATERIAL  
\*\*\*\*\*

BASE TERM: THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL  
OPTIONS. START FROM NOVEMBER 01, 2024 THROUGH OCTOBER 31, 2027

OPTION YEAR ONE: NOVEMBER 01, 2027 THROUGH OCTOBER 31, 2028 WITH THE  
SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

OPTION YEAR TWO: NOVEMBER 01, 2028 THROUGH OCTOBER 31, 2029 WITH THE  
SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

VENDOR CONTACT: 301-350-8200

POINT OF CONTACT: IVY SPEAKE

ADDRESS: 201-C1 RITCHIE RD, CAPITOL HEIGHTS, MD 20743

VENDOR E-MAIL: IVY@POWERHOUSETOOLSUPPLY.COM

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### TERMS (cont'd):

AGENCY: MARYLAND DEPARTMENT OF THE ENVIRONMENT

POC: BLESSING GUNDEN

EMAIL: BLESSING.GUNDEN2@MARYLAND.GOV

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY EQUIPMENT DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

#### PERFORMANCE AND PACKAGE:

- \* ABSORBENT MUST HAVE A MINIMUM LIQUID ABSORPTION CAPACITY OF THREE TIMES ITS WEIGHT.
- \* ABSORBENT WILL HAVE A MINIMUM OIL ABSORPTION RATE OF SEVENTY PERCENT OF CAPACITY (WEIGHT/WEIGHT) WITHIN THE FIRST THREE MINUTES.
- \* ABSORBENT MUST HAVE A MAXIMUM WATER UPTAKE AND RETENTION RATE OF LESS THAN TWO PERCENT OF ABSORPTION CAPACITY. (WEIGHT/WEIGHT)
- \* ABSORBENT MUST HAVE A ONE-HUNDRED PERCENT RETENTION OF "ABSORBED" LIQUIDS, OVER ONE HOUR WHEN ABSORBING AT 3:1 WEIGHT-TO-WEIGHT RATIO
- \* ABSORBENT MUST PASS A 60 MINUTE PAINT FILTER TEST FOR FREE LIQUIDS PER EPA 9095 ANALYSIS METHOD
- \* ABSORBENT MUST BE ABLE TO PRODUCE LESS THAN ONE (1)% ASH RESIDUE WHEN USING INCINERATION AS THE DISPOSAL METHOD.
- \* ABSORBENT ALONE SHOULD HAVE A B.T.U. VALUE NOT IN EXCESS OF 7,500 B.T.U.S PER POUND
- \* ABSORBENT SHALL BE PACKAGED IN "VAC PACK"; "PRESS PACK" OR "CUBE," TYPE COMPRESSION PACKAGES THAT IMPART FORM TO THE PACKAGED MATERIAL WHILE IN THE UNOPENED PACKAGE, HOWEVER, MATERIAL MUST SEPARATE EASILY AND SHALL BE FREE FLOWING FOR EASY HANDLING AND DEPLOYMENT AFTER PACKAGE IS OPENED. MATERIALS REQUIRING LENGTHY AND CONSIDERABLE PHYSICAL BREAK UP OR SEPARATION AFTER BEING DISPENSED FROM THE BAG ARE UNACCEPTABLE.
- \* ABSORBENT MUST BE PACKAGED IN A BAG OF SUFFICIENT STRENGTH AND INTEGRITY, AS TO BE CAPABLE OF HOLDING AND CONTAINING SOILED AND CONTAMINATED ABSORBENT PRODUCTS WITHOUT LEAKING OR BURSTING.
- \* THE BAGS SHALL BE CLEARLY LABELED AS TO CONTENTS, SAFETY PRECAUTIONS IF ANY AND THE MANUFACTURERS NAME, ADDRESS AND CONTACT INFORMATION.
- \* MATERIAL WILL BE PACKAGED IN SIXTY LITER "VAC PACK"; "PRESS PACK" "CUBE," (60 L).

#### DELIVERY REQUIREMENTS:

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### TERMS (cont'd):

- \* ABSORBENT WILL BE DELIVERED IN LOTS OF NOT LESS THAN 54 "VAC PACK"; "PRESS PACK" OR "CUBE," PER DELIVERY LOCATION WHEN NOTIFIED BY MDE EMERGENCY RESPONSE.
- \* ABSORBENT TO BE DELIVERED TO LOCATIONS THROUGHOUT THE STATE OF MARYLAND, WITH UP TO TEN DELIVERY LOCATIONS PER TRUCKLOAD.
- \* ABSORBENT WILL BE DELIVERED PLASTIC WRAPPED ON PALLETS, 54 "VAC PACK"; "PRESS PACK" OR "CUBE," PER PALLET.
- \* SUPPLIER WILL GIVE EACH DELIVERY LOCATION NOTICE 24 HOURS PRIOR TO DELIVERY ALLOWING FOR ARRANGEMENT OF OFF-LOAD PERSONNEL AND/OR EQUIPMENT.
- \* ROUTINE DELIVERIES OF SORBENT WILL BE DELIVERED WITHIN TWENTY-ONE DAYS OF ORDER BEING RECEIVED FROM MDE/AGENCIES EMERGENCY RESPONSE.
- \* SUPPLIER WILL MAKE ARRANGEMENTS WITH THE DELIVERY LOCATIONS TO RETRIEVE AND DISPOSE OF ANY AND ALL PALLETS WITHIN ONE (1) WEEK (7 DAYS) OF DELIVERY.
- \* THE ABSORBENT IS BEING PURCHASED ON A YEARLY OR MULTI YEAR CONTRACT; DELIVERY LOCATIONS ARE CONSTANTLY SUBJECT TO CHANGE AND WILL BE GIVEN TO THE SUPPLIER AT THE TIME OF EACH INDIVIDUAL ORDER.
- \* SUPPLIER SHALL BE CAPABLE OF THE IMMEDIATE, (WITHIN EIGHT HOURS OF RECEIVING REQUEST) DELIVERY OF NOT MORE THAN 8 PALLETS (432 "VAC PACK"; "PRESS PACK" OR "CUBE,") TO ANY LOCATION WITHIN THE STATE OF MARYLAND, IN THE EVENT OF AN EMERGENCY. VENDOR MUST PROVIDE MDE/AGENCY WITH 24 HOUR CONTACT INFORMATION AND PROCEDURES AT TIME OF AWARD.
- \* ALL DELIVERING DRIVERS MUST HOLD A VALID AND CURRENT TWIC CARD ISSUED BY THE U.S. DEPARTMENT OF HOMELAND SECURITY. (TRANSPORTATION WORKERS IDENTITY CARD).

### INVOICING:

ALL INVOICES SHALL BE SENT TO THE LOCATION SPECIFIED AT THE TIME OF EACH ORDER. IN ADDITION TO THE INFORMATION REQUIRED PER SECTION B, NO. 20, ALL INVOICES MUST INCLUDE THE FOLLOWING INFORMATION:

- \* CONTRACT NUMBER
- \* AGENCY'S PURCHASE ORDER NUMBER OR FULL NAME OF THE PERSON PLACING THE ORDER IF A CREDIT CARD IS BEING USED
- \* THE MANUFACTURER'S SUGGESTED RETAIL PRICE

### USAGE REPORT:

A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE 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 REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED

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### **TERMS (cont'd):**

INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO THE  
DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

#### **ELECTRONIC TRANSACTION FEE:**

A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN 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 CREDIT. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPERATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDE IN THE CONTRACT'S UNIT PRICE.

B.THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF STATE PROCUREMENT, 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.

C.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 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, WHICHEVER IS HIGHER.

D.PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER \$100,000 AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT821452/BPM44406 INCORPRATED HEREIN BY REFERENCE.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0001	48574-900000	EA	38.0000	
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ABSORBENT MATERIAL "W" HYDROCARBON - 100% RECLAIMED SHORT FIBER WOOD PULP

ABSORBENT W" HYDROCARBON ABSORBING MATERIAL:

- \* ABSORBENT MUST BE SUBSTANTIALLY AND PERMANENTLY HYDROPHOBIC (WATER REPELLING) AND OLEOPHILIC (OIL ATTRACTING) ALLOWING IT TO ABSORB HYDROCARBON LIQUIDS READILY.
- \* ABSORBENT MUST BE MANUFACTURED FROM 100% RECLAIMED PRE-CONSUMER SHORT FIBER WOOD PULP.
- \* ABSORBENT MUST BE NON-INCENTIVE, NON-HAZARDOUS, AND NON-IRRITATING TO THE USER.
- \* ABSORBENT MUST BE NON-HAZARDOUS & NON-TOXIC TO FLORA, FAUNA, AND AQUATIC LIFE

END OF ITEM LIST

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AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE