

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B1600040

PRINT DATE: 06/11/20

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

W W GRAINGER INC
8820 CITATION RD
SUITE 204
BALTIMORE, MD
(410)391-9000

21221-3101

REFER QUESTIONS TO:

JATAVIA RUFFIN
(410)767-4296
JATAVIA.RUFFIN2@MARYLAND.GOV

ITB:

EXPR DATE: 08/15/21
POST DATE: 06/11/20

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.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

SAFETY SHOES WITH SAFETY TOE

*****SOLICITATION # 001IT821021/MDDGS31044195*****

THIS IS (1) ONE OF (4) FOUR RENEWAL OPTIONS AGAINST CONTRACT
001B0600078.

MODIFICATION #1: CHANGED 30% DISCOUNT TO 19% DISCOUNT IN THE SPECS.

CONTRACT TERM: AUGUST 16, 2020 THROUGH AUGUST 15, 2021, WITH THE
SAME TERMS, CONDITIONS, AND PRICE.

OPTION YEAR 2: 8/16/21 - 8/15/22;

OPTION YEAR 3: 8/16/22 - 8/15/23; OPTION YEAR 4: 8/16/23 - 8/15/24

VENDOR NAME : W.W. GRAINGER, INC -
VENDOR CONTACT: JACOB HARRISON
VENDOR ADDR: 101 INTERNATIONAL DR., DULLES, VA 20166
VENDOR NUMBER: 202-875-9580
VENDOR EMAIL: JACOB.HARRISON@GRAINGER.COM

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TERMS (cont'd):

THIS IS A REQUIREMENT BASED CONTRACT TO SUPPLY THE STATE OF MARYLAND AND ITS USING AGENCIES WITH ITS NEEDS FOR SAFETY SHOES WITH SAFETY TOE.

SPECIFICATIONS:

1. THE CONTRACTOR SHALL PROVIDE, AT NO CHARGE TO THE EMPLOYEE, FOOT PROTECTION AS REQUIRED BY THE FUNCTIONS OF THE JOB.
2. THE CONTRACTOR MAY BE REQUIRED TO PROVIDE STATE OF MARYLAND EMPLOYEES A NEW PAIR OF SAFETY SHOES ANNUALLY, OR AS REQUIRED.
3. THE PURCHASE OF SHOES WILL BE DONE VIA THE CONTRACTOR'S ELECTRONIC DATABASE SYSTEM.
4. THE DATABASE WILL BE DEVELOPED AND IMPLEMENTED FOR THE PURCHASE OF APPROVED SAFETY SHOES ONLY AND IS NOT TO BE USED TOWARD ANY ACCESSORIES I.E. SOCKS, SHOESTRINGS, POLISH ETC. OR ITEM NOT SPECIFICALLY APPROVED BY THE ORDERING AGENCY TO BE SOLD UNDER THIS CONTRACT.
5. ANY EXPENDITURE EXCEEDING THE VALUE OF THE ALLOTTED SUBSIDY (\$200.00 MAXIMUM), IS FROM A NON-DESIGNATED MANUFACTURER, THAT DOES NOT MEET MINIMUM SHOE REQUIREMENTS, OR IS NOT APPROVED FOR PURCHASE UNDER THIS CONTRACT WILL BE THE SOLE RESPONSIBILITY OF THE EMPLOYEE AND IT IS THE CONTRACTORS RESPONSIBILITY TO COLLECT PAYMENT FROM SUCH EMPLOYEE.

PROGRAM ADMINISTRATOR:

AN ORDERING AGENCY SHALL DESIGNATE IN WRITING, THEIR PROGRAM ADMINISTRATOR FOR THEIR SAFETY SHOE PROGRAM.

PROGRAM CONTROLS:

THE FOLLOWING IS A LIST OF PROGRAM CONTROLS TO ENSURE THE OSQARM AND THE CONTRACTOR ARE EFFECTIVELY MANAGING THE SAFETY SHOE PROGRAM;

1. OFFICE OF SAFETY, QUALITY ASSURANCE, AND RISK MANAGEMENT (OSQARM) WILL COORDINATE WITH THE CONTRACTOR AND THEN MAINTAIN A CURRENT LIST OF APPROVED SHOES AUTHORIZED TO BE PURCHASED BY EMPLOYEES.. THE LIST WILL BE REVIEWED BY CONTRACTOR AND OSQARM AND UPDATED NO LATER THAN JANUARY 31 OF EVERY YEAR DURING THE CONTRACT PERIOD.
2. THE PRICE OF ANY AUTHORIZED SHOE WILL NOT EXCEED \$200 UNLESS OTHERWISE APPROVED IN WRITING.
3. ORDERING AGENCIES EMPLOYEE ELIGIBILITY WILL BE TRACKED ON A CALENDAR YEAR BASIS, WITHIN THE ONLINE CONTRACT MANAGEMENT SYSTEM.
4. THE ONLINE CONTRACT MANAGEMENT SYSTEM WILL BE EVALUATED FOR COMPLIANCE WITH SPECIFICATIONS.
5. THE FOLLOWING FIELDS ARE REQUIRED:
 - A. TRACK EMPLOYEE PURCHASES

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TERMS (cont'd):

- B. TRACK EMPLOYEE ELIGIBILITY DATES
 - C. TRACK EMPLOYEE MEDICAL WAIVER REQUESTS
 - D. TRACK SHOE SIZES BY EMPLOYEE
 - E. MAINTAIN A LIST OF APPROVED SHOES
 - F. CONTRACTOR SHALL CREATE A SAFETY SHOE CATALOG BASED ON THE SHOE SPECIFICATIONS FOR THE ORDERING AGENCY.
 - G. CONTRACTOR SHALL SUBMIT A USAGE REPORT EVERY 120 DAYS DETAILING THE PURCHASE OF ALL ITEMS.
 - H. CONTRACTOR SHALL SUBMIT RECEIPTS OR A MEANS OF "PROOF OF PURCHASE" MONTHLY SO THE INVOICE CAN BE RECONCILED AND VERIFIED.
 - I. MONTHLY INVOICES MUST INCLUDE THE FOLLOWING ON THEM:
 - *COMPANY (CONTRACTOR) NAME
 - *ADDRESS WITH ZIP CODE
 - *FEIN NUMBER
 - *CONTACT NAME
 - *PHONE NUMBER (INCLUDING TOLL FREE)
- ADDITIONAL INFORMATION NEEDED FOR THE INVOICES IS AS FOLLOWS;
- *EMPLOYEE FULL NAME
 - *PAYROLL NUMBER
 - *SHOE TYPE
 - *SHOE PRICE
 - *DATE OF PURCHASE
 - *DGS DISCOUNTED PRICE (IF APPLICABLE)
- 6. EMPLOYEES SHALL ORDER SHOES ONLINE OR BY TELEPHONE. ALL PURCHASES MUST BE DONE IN PERSON AND PICKED UP AT THE DESIGNATED BRANCH LOCATION.
 - 7. SHOES ARE NOT ALLOWED TO BE SHIPPED TO EMPLOYEE HOMES OR WORK LOCATIONS. SHOULD THE CONTRACTOR FAIL TO ADHERE TO THIS GUIDELINE, THE ORDERING AGENCY RESERVES THE RIGHT TO DENY PAYMENT TO CONTRACTOR AND INDEMNIFY ITSELF FROM ANY CLAIM TO PAYMENT BETWEEN CONTRACTOR AND EMPLOYEE.
 - 8. THIS STATEWIDE CONTRACT REQUIRES THE FOLLOWING REPORTS TO BE DELIVERED TO THE CONTRACT MANAGER:
 - 1. MONTHLY REPORT DUE ON THE FIRST MONDAY OF EACH MONTH, A REPORT OF ALL SHOES PURCHASED THE PRIOR MONTH.
 - 2. THE REPORT SHOULD INCLUDE:
 - A. EMPLOYEE
 - B. DATE PURCHASED
 - C. VALUE
 - D. MEDICAL WAIVER
 - 3. MONTHLY REPORT DUE ON THE FIRST MONDAY OF EVERY MONTH DETAILING ANY INVOICES NOT PROCESSED BY THE ORDERING AGENCY THAT ARE MORE THAN 32 DAYS DELINQUENT.
 - 9. CONTRACTOR SHALL PROVIDE NOTIFICATION AND ISSUE A REVISED CATALOG IF ANY OF THE SHOES

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TERMS (cont'd):

10. CONTRACTOR SHALL ATTEND A MONTHLY MEETING TO DISCUSS PURCHASES, CONCERNS, ETC.
11. CONTRACTOR SHALL OFFER A ONE-YEAR WARRANTY FOR SAFETY SHOES.
12. THE CONTRACTOR'S RETURN POLICY WILL ALLOW THE ORDERING AGENCY TO RETURN SHOES TO ANY LOCATION, IN PERSON OR BY MAIL AND, IF BY MAIL, THE SHIPPING COSTS WILL BE PROVIDED FOR BY THE CONTRATOR.

ONLINE CONTRACT MANAGEMENT WEB ADDRESS: WWW.GRAINGER.COM

VENDOR BRANCH LOCATION:

2100 HAINES ST
BALTIMORE, MD 21230
PHONE NUMBER: 1-800-GRAINGER (1-800-472-4643)

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 SHALL 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, TEN (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.

3. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES CONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THEIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY 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.

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

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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 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.

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:

- (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.

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ALL PURCHASES 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 STATE OF MARYLAND OR ANY OF ITS UNITS OR 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.

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 \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT821021/ MDDGS31044195 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
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SHOES, SAFETY TOE
PROTECTIVE FOOTWEAR FOR EMPLOYEES
12 MONTH CONTRACT 08/14/2019 THROUGH 8/13/2020

THERE ARE FOUR(4) ONE (1) YEAR RENEWAL OPTIONS

19% DISCOUNT OFF MSRP

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
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LOCATIONS:

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE