

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4400578

PRINT DATE: 05/18/17

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SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: W W GRAINGER INC 8820 CITATION RD SUITE 204 BALTIMORE, MD 21221-3101 (410)391-9000	REFER QUESTIONS TO: LISA FORTUNE MCDONALD (410)767-4084 LISA.MCDONALD@MARYLAND.GOV	
ITB:	EXPR DATE: 06/30/18 POST DATE: 05/01/14	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

MAINTENANCE, REPAIR, OPERATING SUPPLIES(MRO)

MASTER CONTRACT EXTENDED UNTIL JUNE 30, 2018

MASTER CONTRACT EXTENDED UNTIL JUNE 30, 2017

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 AGREEMENT. FOR EXACT PRICING LOG ON TO WWW.GRAINGER.COM/WSCA, AND SELECT MARYLAND. CATEGORIES NOT LISTED ARE PROVIDED A 10% DISCOUNT.

GRAINGER CATEGORIES & DISCOUNT UNDER THIS CONTRACT:

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TERMS (cont'd):

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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	15%
9. FASTENERS	25%
10. BATTERIES & FLASHLIGHTS	18%
11. OUTDOOR GARDEN SUPPLIES & EQUIPMENT	12%
12. SAFETY & SECURITY	20%
13. WELDING AND SOLDERING	25%
14. AIR FILTERS	40%
15. MATERIAL HANDLING	15%
16. PAINT AND ACCESSORIES	12%
17. CLEANING	30%

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.

ADDITIONAL USER CLAUSE:

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TERMS (cont'd):

(A) PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, REPAIR AND OPERATING (MRO) 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.

(B). A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

(C). THE RIGHT TO PURCHASE UNDER THIS SECTION 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 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 CONTRACTORY 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.

USAGE REPORT:

UNDER THE TERMS OF THIS CONTRACT EVERY SIX (6) MONTHS BEGINNING WITH THE "START DATE". A 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 ORDERS

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TERMS (cont'd):

PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACED PER CONTRACT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND REPORT TO DEPT OF GENERAL SERVICES, OFFICE OF PROCUREMENT & LOGISTICS, 301 W. PRESTON STREET, ROOM M-3; BALTIMORE, MD 21201, ATTN: KEN EVANS. YOU MAY ALSO FAX OR EMAIL THE REPORT TO (410) 333-7022 OR KEN.EVANS@MARYLAND.GOV HE 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.

THE ESTIMATED DOLLAR AMOUNT OF THIS CONTRACT IS \$1,000,000.00.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	72555-000XXX	EA		

MAINTENANCE SUPPLIES

END OF ITEM LIST

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, CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08. DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE FEDERAL TAX IDENTIFICATION NUMBER: 36-1150280

STATE VENDOR PHONE NUMBER: 1-(877) 293-7537

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TERMS (cont'd):

1-(410) 391-9000

1-(757) 425-5068

STATE VENDOR CONTACT PERSON: DARREN LEWIS / DARREN.LEWIS@GRAINGER.COM

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE