BLANKET PURCHASE ORDER
STATE OF MARYLAND

BPO NO: 001B4400579     PRINT DATE: 04/15/16     PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: FASTENAL COMPANY
1008 RUSSELL ST REAR BLDG
Baltimore, MD 21230
(507) 494-3225

REFER QUESTIONS TO:
LISA FORTUNE MCDONALD
(410) 767-4084
LISA.MCDONALD@MARYLAND.GOV

ITB: EXPR DATE: 02/28/17
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)
*******************************************************************************

SCOPE: VENDOR TO SUPPLY MAINTENANCE, REPAIR & OPERATING SUPPLIER (MRO) IN ACCORDANCE WITH THE WSNA 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. FASTENAL 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.FASTENAL.COM/WSCA, AND SELECT MARYLAND. CATEGORIES NOT LISTED ARE PROVIDED A 10% DISCOUNT.

FASTENAL CATEGORIES & DISCOUNT UNDER THIS CONTRACT:

============================================================================

CATEGORY DISCOUNT
1. MOTORS & ACCESSORIES 25%
2. ELECTRICAL & EQUIPMENT 25%
3. LAMP FIXTURES 25%

*** CONTINUED, NEXT PAGE ***
BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B4400579 PRINT DATE: 04/15/16 PAGE: 02

TERMS (cont'd):

4. POWER TOOLS & ACCESSORIES 25%
5. PNEUMATIC TOOLS 25%
6. HAND TOOLS 25%
7. PLUMBING EQUIPMENT & ACCESSORIES 25%
8. ELECTRICAL TEST INSTRUMENTS 25%
9. FASTENERS 57%
10. BATTERIES & FLASHLIGHTS 25%
11. OUTDOOR GARDEN SUPPLIES & EQUIPMENT 25%
12. SAFETY & SECURITY 25%
13. METAL WORKING & SHOP SUPPLIES 25%
14. HVAC 25%
15. AIR FILTERS 25%
16. CLEANING SUPPLIES 25%
17. MATERIAL HANDLING 25%
18. WELDING & SOLDERING 25%
19. PAINT & ACCESSORIES 25%

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 FASTENAL WILL NOT BE EXTENDING WSNA PRICING ON PRODUCTS IN THOSE COMMODITY GROUPS. HOWEVER, SHOULD THE STATE CHOOSE TO PURCHASE COMMODITIES FROM FASTENAL UNDER THIS AGREEMENT THEY WILL EXTEND THEIR CURRENT AGREEMENT DISCOUNT PROGRAM.

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


ADDITIONAL USER CLAUSE:

(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;

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

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 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.

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
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.

*** CONTINUED, NEXT PAGE ***
BLANKET PURCHASE ORDER
STATE OF MARYLAND

BPO NO: 001B4400579 PRINT DATE: 04/15/16 PAGE: 04

TERMS (cont'd):

YOU MAY ALSO FAX OR EMAIL THE REPORT TO (410) 333-7022 OR KEN.EVANS@MARYLAND.GOV THE 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.

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<tr>
<th>LINE #</th>
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<tr>
<td>0001</td>
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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: 41-0948415

STATE VENDOR PHONE NUMBER: 1-(757) 342-6123

*** CONTINUED, NEXT PAGE ***
BLANKET PURCHASE ORDER  
STATE OF MARYLAND  

BPO NO: 001B4400579  
PRINT DATE: 04/15/16  
PAGE: 05  

TERMS (cont'd):  

1-(507) 494-3225 (FAX)  

STATE VENDOR CONTACT PERSON: BILL FRANSSREN  

******* LAST PAGE *******  

AUTHORIZED BY: ________________________________ DATE: ____________________  

BUYER AUTHORIZED DESIGNEE
BLANKET PURCHASE ORDER

STATE OF MARYLAND

BPO NO: 001B4400580 PRINT DATE: 04/15/16 PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

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<td></td>
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<td>3051 A WASHINGTON BLVD</td>
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</tr>
<tr>
<td>BALTIMORE, MD 21230</td>
<td></td>
</tr>
<tr>
<td>(410 ) 644-1313</td>
<td>LISA FORTUNE MCDONALD</td>
</tr>
<tr>
<td>(410 ) 767-4084</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:LISA.MCDONALD@MARYLAND.GOV">LISA.MCDONALD@MARYLAND.GOV</a></td>
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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)

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. MSC 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.MSCDIRECT.COM/WSCA, AND SELECT MARYLAND. CATEGORIES NOT LISTED ARE PROVIDED A 10% DISCOUNT.

GRAINGER CATEGORIES & DISCOUNT UNDER THIS CONTRACT:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DISCOUNT</th>
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<tbody>
<tr>
<td>1. MOTORS &amp; ACCESSORIES</td>
<td>12%</td>
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<td>2. ELECTRICAL &amp; EQUIPMENT</td>
<td>12%</td>
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BLANKET PURCHASE ORDER
STATE OF MARYLAND

BPO NO: 00184400580  PRINT DATE: 04/15/16  PAGE: 02

TERMS (cont'd):

3. LAMP FIXTURES  12%
4. POWER TOOLS & ACCESSORIES  12%
5. PNEUMATIC TOOLS  12%
6. HAND TOOLS  12%
7. PLUMBING EQUIPMENT & ACCESSORIES  12%
8. ELECTRICAL TEST INSTRUMENTS  12%
9. FASTENERS  12%
10. BATTERIES & FLASHLIGHTS  12%
11. OUTDOOR GARDEN SUPPLIES & EQUIPMENT  12%
12. SAFETY & SECURITY  12%
13. XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
14. HVAC  12%
15. AIR FILTERS  12%
16. CLEANING SUPPLIES  12%
17. MATERIAL HANDLING  12%
18. WELDING & SOLDERING  12%
19. PAINT & ACCESSORIES  12%

FOR ADDITIONAL WSCA CATEGORIES DISCOUNTS GO TO WWW.MSCDIRECT.COM

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

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


ADDITIONAL USER CLAUSE:

(A) PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY

*** CONTINUED, NEXT PAGE ***

FMS-5 (4/98)
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;
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 BARES 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.

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
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

*** CONTINUED, NEXT PAGE ***
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 THE 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.

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 CONTRACT'S 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 CHRISTINE VASILIAU AT CHRISTINE.VASILIAU@MARYLAND.GOV OR THE EMM DATABASE SPECIALIST GEORGE MITCHELL AT GEORGE.MITCHELL1@MARYLAND.GOV.

3. FAILURE TO REMIT PROCESSING 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.
**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

BPO NO: 001B4400580  PRINT DATE: 04/15/16  PAGE: 05

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MAINTENANCE SUPPLIES

---

END OF ITEM LIST

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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: 13-5526506

STATE VENDOR PHONE NUMBER: 1-(410) 644-1313  
1-(410) 368-3888 (FAX)

STATE VENDOR CONTACT PERSON: CAROL KENNER

****** LAST PAGE ******

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AUTHORIZED BY: ___________________________ DATE: ______________________

BUYER AUTHORIZED DESIGNEE
### BLANKET PURCHASE ORDER

STATE OF MARYLAND

BPO NO: 001B4400578  PRINT DATE: 04/15/16  PAGE: 01

**SHIP TO:**

AS SPECIFIED ON INDIVIDUAL ORDERS

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<tr>
<td>W W GRAINGER INC</td>
<td>LISA FORTUNE MCDONALD</td>
</tr>
<tr>
<td>8820 CITATION ROAD</td>
<td>(410) 767-4084</td>
</tr>
<tr>
<td>SUITE 204</td>
<td><a href="mailto:LISA.MCDONALD@MARYLAND.GOV">LISA.MCDONALD@MARYLAND.GOV</a></td>
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<tr>
<td>BALTIMORE, MD</td>
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</tr>
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<td>(410) 391-9000</td>
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**TERMS:**

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000286-3 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)

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SCOPE: VENDOR TO SUPPLY MAINTENANCE, REPAIR & OPERATING SUPPLIER (MRO) IN ACCORDANCE WITH THE WSNA 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 (WSNA) DISCOUNTED PRODUCTS CATEGORY: THIS IS A LISTING OF CATEGORIES SUPPLIED UNDER THIS AGREEMENT. FOR EXACT PRICING LOG ON TO WWW.GRAINGER.COM/WSNA, AND SELECT MARYLAND. CATEGORIES NOT LISTED ARE PROVIDED A 10% DISCOUNT.

GRAINGER CATEGORIES & DISCOUNT UNDER THIS CONTRACT:

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<thead>
<tr>
<th>CATEGORY</th>
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<tbody>
<tr>
<td>1. MOTORS &amp; ACCESSORIES</td>
<td>28%</td>
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<td>2. ELECTRICAL &amp; EQUIPMENT</td>
<td>15%</td>
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BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B4400578 PRINT DATE: 04/15/16 PAGE: 02

TERMS (cont'd):

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.

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ADDITIONAL USER CLAUSE:

(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:
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2. A MUNICIPAL CORPORATION;

*** CONTINUED, NEXT PAGE ***
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 BARES 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.

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
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

*** CONTINUED, NEXT PAGE ***
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.

LINE # | STATE ITEM ID | U/M | UNIT COST |
--- | --- | --- | --- |
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

*** CONTINUED, NEXT PAGE ***
BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

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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

********** LAST PAGE **********

AUTHORIZED BY: ____________________________ DATE: ________________

BUYER AUTHORIZED DESIGNEE