

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B7400432

PRINT DATE: 07/28/17

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: SHERWIN WILLIAMS COMPANY THE 2325 HOLLINS FERRY RD BALTIMORE, MD 21230 (410)625-8074	REFER QUESTIONS TO: IRIS LESTER BELL (410)767-4612 IRIS.LESTER@MARYLAND.GOV
ITB:	EXPR DATE: 04/15/18 POST DATE: 04/21/17
	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: 758,380.00

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.

PRIMARY STATEWIDE CONTRACT FOR PAINT, TRAFFIC
FOR THE PERIOD APRIL 30, 2017 THROUGH APRIL 15, 2018 WITH
THE SPECIFICATIONS, TERMS AND CONDITIONS OF THE STATE OF
MARYLAND INVITATION TO BID #MDDGS31006097

THIS IS THE FINAL RENEWAL OPTION

ORIGINAL: 001B3400364
FIRST RENEWAL: 001B5400385
SECOND RENEWAL: 001B6400497
FINAL RENEWAL: 001B7400432.

VENDOR: SHERWIN WILLIAMS

CONTACT: PAM PHILLIPS

PHONE#: 443-370-8370

EMAIL ADDR: PAM.S.PHILLIPS@SHERWIN.COM

THIS IS THE PRIMARY CONTRACT TO BE USED UNTIL SUCH TIME AS THE
PRIMARY VENDOR FAILS TO PERFORM IN A SATISFACTORY MANNER
ACCORDING TO THE SPECIFICATIONS.

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TERMS (cont'd):

ALL PRICES ARE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND, AND INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES. PRICE ESCALATION CLAUSE: ANY REQUEST FOR A PROPOSED INCREASE IN PRICE SHALL BE SUBMITTED TO THE AGENCY ANNUALLY BEFORE THE ANNIVERSARY OF THE CONTRACT AWARD DATE. PRICE INCREASES MUST BE IN ACCORDANCE WITH RELATIVE INCREASES IN THE PRODUCER'S PRICE INDEX (PPI).

PAYMENT TERMS ARE TO BE NET, 30 DAYS.

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES.

LIQUIDATED DAMAGES. DELIVERY SHALL BE MADE WITHIN 15 CALENDAR DAYS AFTER RECEIPT OF A PURCHASE ORDER.

WITH THE UNDERSTANDING THAT PAVEMENT MARKINGS ARE A TRAFFIC SAFETY DELINEATION DEVICE, AND THAT THE ADMINISTRATION HAS A RESPONSIBILITY TO THE MOTORING PUBLIC TO ENSURE THAT ADEQUATE MARKINGS ARE PRESENT AT ALL TIMES, IT FOLLOWS THAT LATE DELIVERIES OF PAVEMENT MARKING MATERIALS COULD INDIRECTLY RESULT IN HAZARDOUS DRIVING CONDITIONS FOR THOSE MOTORISTS.

INASMUCH AS THIS RESPONSIBILITY CAN BE VERY EXPENSIVE TO MAINTAIN, THE ADMINISTRATION WILL DEDUCT THE SUM OF \$300.00 PER DAY FROM MONEYS DUE THE VENDOR, NOT AS A PENALTY, BUT AS LIQUIDATED DAMAGES FOR EACH SCHEDULED SHIPMENT NOT DELIVERED WITHIN THE TIME SPECIFIED.

LIQUIDATED DAMAGES FOR MATERIALS REJECTED BY THE ADMINISTRATION WILL BE CALCULATED FROM THE ORIGINAL DUE DATE OF THE ORDER, PROVIDED THE VENDOR IS NOTIFIED OF THE REJECTION BY FACSIMILE TRANSMISSION WITHIN 24 HOURS OF DELIVERY. MATERIALS DETERMINED BY THE ADMINISTRATION TO BE DEFECTIVE AT A LATER DATE SHALL BE REPLACED BY THE VENDOR WITHIN 15 DAYS OF NOTIFICATION. LIQUIDATED DAMAGES WILL CONTINUE UNTIL SUCH TIME AS THE REJECTED MATERIALS HAVE BEEN REPLACED WITH PRODUCT THAT IS ACCEPTABLE TO THE ADMINISTRATION. SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS WILL BE EXCLUDED FROM THE COMPUTATIONS FOR THE ASSESSMENT OF LIQUIDATED DAMAGES.

PAYMENT TERMS ARE TO BE NET, 30 DAYS.

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

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TERMS (cont'd):

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 NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

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

(C) 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.

(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 AND 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.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY SIX (6) MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE 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 INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

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

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TERMS (cont'd):

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 IRIS.LESTER@MARYLAND.GOV AND AWAWU.SALAK@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.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>		
0001	63066-000000	GL	8.5400		

PAINTS, TRAFFIC

PAINT, TRAFFIC AS PER THE SPECIFICATIONS, TERMS AND CONDITIONS FOR YELLOW TRAFFIC PAINT OF STATE OF MARYLAND ITB #MDDGS31006097

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
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0002	63066-000000	GL	7.4600		
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PAINTS, TRAFFIC

PAINT, TRAFFIC AS PER THE SPECIFICATIONS, TERMS AND CONDITIONS FOR
WHITE TRAFFIC PAINT OF STATE OF MARYLAND ITB #MDDGS31006097

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE