

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600088

PRINT DATE: 09/11/23

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SHIP TO:		
AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: SHERWIN WILLIAMS COMPANY DBA DURON PAINTS AND WALLCOVERINGS 11 SOUTH CENTRAL AVE BALTIMORE, MD 21202 (410)732-4887	REFER QUESTIONS TO: DAVID RENFRO (410)767-7064 DAVID.RENFRO@MARYLAND.GOV	
ITB:	EXPR DATE: 01/04/27 POST DATE: 09/11/23	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 TRAFFICE PAINT *
* (YELLOW AND WHITE) *

THIS IS A STATEWIDE CONTRACT AND MAY BE USED BY ALL STATE AGENCIES, COUNTIES, MUNICIPALITIES, AND OTHER ELIGIBLE ENTITIES.

CONTRACT TERM: JANUARY 4, 2024 THRU JANUARY 3, 2027
THREE (3) YEARS.

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OPTION TO RENEW: THE CONTRACT MAY BE UNILATERALLY EXTENDED FOR (2) TWO ADDITIONAL, (1) ONE YEAR PERIODS AT THE SAME TERMS AND CONDITIONS.

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OPTION YEAR 1: JANUARY 4, 2027 THRU JANUARY 3, 2028
OPTION YEAR 2: JANUARY 4, 2028 THRU JANUARY 3, 2029

.
VENDOR NAME: THE SHERWIN-WILLIAMS COMPANY
VENDOR CONTACT: ANTHONY DEL PERCIO
TELEPHONE: 800-597-2929
VENDOR EMAIL HWYINSIDESALES@SHERWIN.COM

.
THE PURPOSE OF THIS CONTRACT IS TO OBTAIN A SOURCE OF SUPPLY TO PROVIDE, DELIVER AND UNLOAD TRAFFIC PAINT (YELLOW AND WHITE)

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TERMS (cont'd):

FOR THE STATE AT A FIRM FIXED PRICE FOR THE TERM AS SHOWN
HEREIN. ALL TRAFFIC PAINT FURNISHED UNDER THIS CONTRACT SHALL
COMPLY WITH THE SCOPE OF WORK DETAILED IN THE INVITATION FOR BID
(IFB).

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QUALITY:

THIS CONTRACT IS SUBJECT TO CANCELLATION UPON WRITTEN NOTICE TO
THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY
OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT
HEREIN. THE VENDOR WILL BE RESPONSIBLE FOR MONETARY DAMAGES
LIMITED TO THE DIFFERENCE BETWEEN CONTRACT PRICE AND OPEN MARKET
PURCHASE TO FULFILL THE CONTRACT.

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PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND
STATE ORDERING AGENCY. EACH AGENCY SHALL BE THE
SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY MATERIAL 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 AT THE VENDOR'S EXPENSE FOR REPLACEMENT FOR CREDIT.

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AGENCIES RESERVES THE RIGHT TO SAMPLE MATERIAL AT ANY TIME.
ACCEPTANCE TESTING WILL BE COMPLETED ON DELIVERED
MATERIAL AS DETERMINED. THE MATERIAL MAY BE SUBJECT TO A
WORKABILITY EVALUATION EITHER IN THE LAB OR IN THE FIELD. NON-
CONFORMING MATERIALS WILL BE REJECTED WHETHER IN-PLACE OR
NOT. THE VENDOR WILL REMOVE ALL MATERIAL FROM
INVENTORY ON HAND THAT FAILS TO MEET REQUIREMENTS AND
REPLACE AT NO ADDITIONAL COST.

DELIVERY:

FOR THE DURATION OF THE CONTRACT, THE VENDOR SHALL HAVE THE CAPABILITY
OF DELIVERING A MINIMUM OF THREE THOUSAND GALLONS OF THE REQUIRED
PAINT TO ANY AND ALL DELIVERY LOCATIONS WITHIN FIFTEEN CALENDAR
DAYS AFTER RECEIPT OF A PURCHASE ORDER. A PURCHASE ORDER SHALL BE
DEEMED TO BE RECEIVED BY THE VENDOR ON THE DAY SENT WHEN
SUBMITTED BY FACSIMILE TRANSMISSION. DELIVERIES TO ADMINISTRATION
FACILITIES SHALL BE MADE BETWEEN 7:30 AM AND 3:00 PM ANY DAY
EXCEPT SATURDAY, SUNDAY, AND LEGAL HOLIDAYS.

A NOTIFICATION OF DELIVERY AND ESTIMATED TIME OF ARRIVAL SHALL BE

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TERMS (cont'd):

PROVIDED TO THE SPECIFIC DELIVERY LOCATION AT LEAST TWO WORKING DAYS PRIOR TO THE EXPECTED DELIVERY DATE. FAILURE TO PROVIDE PROPER NOTIFICATION MAY RESULT IN A LENGTHY UNLOADING DELAY, WHICH WILL BE AT NO ADDITIONAL COST TO THE ADMINISTRATION.

PAYMENT:

FOLLOWING DELIVERY AND ACCEPTANCE OF MATERIAL SHALL SUBMIT AN ORIGINAL INVOICE TO THE ORDERING AGENCY

INVOICES:

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO SO MAY RESULT IN DELAY OF PAYMENT. THIS PURCHASE IS FOR ROCK AND SOLAR ROAD SALTS FOR STATEWIDE AGENCIES FACILITIES ACROSS THE STATE.

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

ELECTRONIC TRANSACTION FEE:

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 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.

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

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TERMS (cont'd):

BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

.
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.
(A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
(B) 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. 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;
(8) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS.

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TERMS (cont'd):

VENDOR MUST INCLUDE THE BLANKET PURCHASE ORDER NUMBER ON ALL INVOICES.

. THIS PURCHASE ORDER IS FOR NEW PRODUCTS/EQUIPMENT WHICH MUST BE FREE FROM DEFECTS. USED, REFURBISHED OR REMANUFACTURED PRODUCTS/EQUIPMENT WILL NOT BE ACCEPTED OR CONSIDERED UNLESS OTHERWISE INDICATED HEREIN.

. THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # BPM037912/001IT821390 INCORPORATED HEREIN BY REFERENCE.

DELIVERY PRICING/PER GALLON:

1/4/2024-1/3/25	1/4/25-1/3/26	1/4/26-1/3/27
YELLOW WHITE	YELLOW WHITE	YELLOW WHITE
\$12.00 \$11.00	\$12.60 \$11.55	\$13.23 \$12.13

0001 63066-000000 EA 12.0000

PAINTS, TRAFFIC

0002 63066-000000 EA 11.0000

PAINTS, TRAFFIC

END OF ITEM LIST

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AUTHORIZED BY: _____ DATE: _____

BUYER AUTHORIZED DESIGNEE