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:
MIKE MYERS
(410) 767-4600
MIKE.MYERS@MARYLAND.GOV

ITB: 
EXPR DATE: 08/31/22
POST DATE: 06/02/21
DISCOUNT TERMS: .
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.

******************************************************************************
MODIFICATION #1: ADDED WICOMICO COUNTY TO REGION D.
******************************************************************************
******************************************************************************
STATEWIDE CONTRACT FOR
PAINT AND PAINT PRODUCTS
BID # MDDGS31038816

THIS IS (1) ONE OF (2) TWO RENEWAL OPTIONS UNDER THE ORIGINAL CONTRACT 001B9400117.

CONTRACT TERM: SEPTEMBER 01, 2021 THROUGH AUGUST 31, 2022, UNDER THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THE STATE RESERVES THE RIGHT TO UNILATERALLY RENEW THIS CONTRACT 01 TIME FOR 01 YEAR EACH.

THE FIVE (5) REGIONS TO BE INCLUDED AS PART OF THIS CONTRACT LISTED BELOW ARE LOCATED WITHIN THE STATE OF MARYLAND.

A) REGION A (WESTERN) GARRETT, ALLEGANY, WASHINGTON COUNTIES

*** CONTINUED, NEXT PAGE ***
B) REGION B (CAPITAL) FREDERICK, MONTGOMERY, PRINCE GEORGE'S COUNTY

C) NO SHERWIN WILLIAMS AWARD FOR REGION C (CENTRAL) ANNE ARUNDEL, BALTIMORE, CARROLL, HARFORD, HOWARD COUNTIES & BALTIMORE CITY

D) REGION D (EASTERN SHORE) KENT, QUEEN ANNE'S, TALBOT, CAROLINE, CECIL, DORCHESTER, WICOMICO, WORCHESTER & SOMERSET COUNTIES

E) REGION E (SOUTHERN) CALVERT, CHARLES AND ST. MARY'S COUNTIES

MARYLAND LAW PREVAILS:
THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR NAME: THE SHERWIN WILLIAMS AUTOMOTIVE FINISHES

VENDOR CONTACT: CRAIG MACKAY

TELEPHONE: 240-350-7862

VENDOR EMAIL ADDRESS: CRAIG.MACKAY@SHERWIN.COM

AGENCY CONTACT: MIKE MYERS, PROCUREMENT OFFICER

CONTACT PHONE#: 410-767-4281

EMAIL ADDR: MIKE.MYERS@MARYLAND.GOV

THERE IS NO MBE AWARD FOR THIS BPO.

SCOPE OF CONTRACT:

REQUIREMENTS CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEEDS FOR PAINT AND PAINT PRODUCTS

CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

PRICE ESCALATION:

*** CONTINUED, NEXT PAGE ***
FOR EACH OPTION YEAR, THE CONTRACTOR MAY REQUEST AN INCREASE OF
THE PRICES THEN PREVAILING. THE REQUEST FOR A PRICE INCREASE MUST BE
SUBMITTED WITHIN EIGHT (8) WEEKS OF THE ANNIVERSARY DATE OF THE
CONTRACT.

THE INCREASE IS NOT TO EXCEED THE CURRENT RATE OF INFLATION, AS
DETERMINED THE (APPROPRIATE INDEX AND LINK). FOR EXAMPLE;
PPI FOUND AT WWW.BLS.GOV/PPI/.COM . USE THE MOST RECENT FINAL INDEX
AVAILABLE ON THE PPI WEBSITE AT THE TIME OF THE REQUEST.
ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS WILL REMAIN THE SAME.

ONCE A PRICE INCREASE HAS BEEN APPROVED, NO FURTHER INCREASES SHALL BE
CONSIDERED FOR TWELVE (12) MONTHS. SUBSEQUENT INCREASES WILL BE BASED
ON THE FINAL INDEX VALUE USED ON THE PRECEDING ADJUSTMENT AND THE MOST
RECENT FINAL INDEX VALUE AVAILABLE ON THE BLS WEBSITE AT THE TIME OF
THE CURRENT REQUEST. THE STATE RESERVES THE RIGHT NOT TO ALLOW A
PRICE INCREASE.

THE INCREASED CONTRACT PRICE SHALL NOT APPLY TO ORDERS RECEIVED BY THE
CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THE APPROVED INCREASED
CONTRACT UNIT PRICE. ORDERS PLACED VIA PURCHASE ORDER, SHALL BE
CONSIDERED TO HAVE BEEN RECEIVED BY THE CONTRACTOR AFTER THE FIFTH
(5TH) CALENDAR DAY FOLLOWING THE DATE OF ISSUANCE. THE PROCUREMENT
OFFICER MAY CANCEL, WITHOUT LIABILITY TO EITHER PARTY, ANY PORTION OF
THE CONTRACT AFFECTED BY THE REQUESTED INCREASE AND ANY MATERIALS,
SUPPLIES OR SERVICES UNDELIVERED AT THE TIME OF SUCH CANCELLATION.
INVOICES REFLECTING "NEW" PRICES WILL NOT BE PROCESSED FOR DELIVERIES
OF GOODS RECEIVED PRIOR TO THE INCREASE APPROVAL DATE.

PRICE DECREASES SHALL ALSO BE PASSED ON TO THE STATE AND DO NOT
REQUIRE VERIFICATION. DECREASES BECOME EFFECTIVE IMMEDIATELY UPON
NOTIFICATION.

THE PRICE ADJUSTMENTS FOR THE RENEWALS SHALL BE NEGOTIATED AND
MUTUALLY AGREED UPON BY DGS AND THE CONTRACTORS.
ALTHOUGH EACH NEGOTIATION WILL BE CARRIED OUT INDEPENDENTLY, THE
PERCENTAGE INCREASE OR THE MONETARY INCREASE SHALL BE THE SAME
FOR ALL VENDORS. DGS RESERVES THE RIGHT TO RENEW ANY
AND/OR ALL CONTRACTOR'S CONTRACTS. UPON RENEWAL, THE EXISTING
CONTRACT TERMS AND CONDITIONS WILL APPLY.

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

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES – INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

(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 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 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

*** CONTINUED, NEXT PAGE ***
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 MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

(E) 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 BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:
A. 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 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.

B. 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, 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 BE EMAILED TO: DGS.STATEWIDECONTRACTSUSUAGEREPORT@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION 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.

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

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.
TERMS (cont’d):

INVOICES:
FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS, EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT.
VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

BPO/PO AS CONTRACT:

THIS PROVISION APPLIES TO ALL PROCUREMENT CONTRACTS PROCURED BY THE DEPARTMENT OF GENERAL SERVICES EXCEPT CONTRACTS FOR THE PROCUREMENT OF ARCHITECTURAL AND ENGINEERING SERVICES FOR A PRICE OF GREATER THAN $200,000.
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.

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

THE GOAL OF THE STATE OF MARYLAND'S MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM IS TO ATTEMPT TO PROVIDE A FAIR SHARE OF PROCUREMENT CONTRACTS TO CERTIFIED MINORITY BUSINESS ENTERPRISES. ALTHOUGH THERE IS NO MBE AWARD FOR THIS BPO.

A PREFERENCE WILL BE GIVEN TO THE RESPONSIVE AND RESPONSIBLE BID FROM A MARYLAND FIRM OVER THAT OF A NONRESIDENT FIRM IF THE STATE IN WHICH THE NONRESIDENT FIRM IS LOCATED GIVES A RESIDENT BUSINESS PREFERENCE. WHERE SUCH A BUSINESS PREFERENCE IS PROVIDED, THE PREFERENCE SHALL BE THE SAME AS THAT PROVIDED BY THE STATE IN WHICH THE NONRESIDENT FIRM IS LOCATED. A NONRESIDENT BIDDER SUBMITTING A PROPOSAL FOR A STATE PROJECT SHALL ATTACH TO THE PROPOSAL A COPY OF THE CURRENT STATUTE, RESOLUTION, POLICY PROCEDURE OR EXECUTIVE ORDER OF THE RESIDENT STATE OF THE NONRESIDENT BIDDER THAT PERTAINS TO THAT STATE'S TREATMENT OF NONRESIDENT BIDDERS.

NOTE:
PAINT AND PRIMER COMPOSITION REFLECTS THE CHEMICAL CONTENTS, BY VOLUME PERCENTAGE, FOR GROUPS I THROUGH III CONTACT THE VENDOR REP FOR THE CURRENT ONLINE PRODUCT CATALOG.
# BLANKET PURCHASE ORDER

**STATE OF MARYLAND**

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**PAINTS**

**GROUP I:** LATEX, ACRYLIC ENAMEL, ACRYLIC EPOXY AND ACRYLIC URETHANE DTM’S, OR APPROVED EQUAL.

**INTERIOR:**

A) PRIME 41% +/- 2% = DISCOUNT OFF LIST/CATALOG 85%
B) STAIN BLOCK PRIMER 38% +/- 2% = DISCOUNT OFF LIST/CATALOG 80%
C) FLAT PAINT 30% +/- 2% = DISCOUNT OFF LIST/CATALOG 80%
D) EGG SHELL PAINT 34% +/- 2% = DISCOUNT OFF LIST/CATALOG 85%
E) SEMI-GLOSS PAINT 38% +/- 2% = 80%

**EXTERIOR:**

F) PRIMER 36% +/- 2% = DISCOUNT OFF LIST/CATALOG 75%
G) STAIN BLOCK PRIMER 38% +/- 2% = DISCOUNT OFF LIST/CATALOG 67%
H) FLAT PAINT 36% +/- 2% = DISCOUNT OFF LIST/CATALOG 77%
I) SEMI-GLOSS PAINT 38% +/- 2% = DISCOUNT OFF LIST/CATALOG 77%
J) GLOSS PAINT 35% +/- 2% = DISCOUNT OFF LIST/CATALOG 80%

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**PAINTS**

**GROUP II:** OIL BASED, ALKYD, SOLENT BORNE ACRYLIC, OR APPROVED EQUAL.

**INTERIOR:**

A) THERE IS NO SHERWIN WILLIAMS AWARD FOR THIS ITEM - PRIMER 45% +/- 2%
B) STAIN BLOCK PRIMER 35% +/- 2% = DISCOUNT OFF LIST/CATALOG 47%

**EXTERIOR:**

C) THERE IS NO SHERWIN WILLIAMS AWARD FOR THIS ITEM - PRIMER 52 +/- 2%
D) SEMI-GLOSS PAINT 44% +/- 2% = DISCOUNT OFF LIST/CATALOG 75%
E) GLOSS PAINT 54% +/- 2% = DISCOUNT OFF LIST/CATALOG 70%

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**PAINTS**

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**GROUP III: ZERO-VOC PAINTS AFTER TINTING, OR APPROVED EQUAL.**

**LATEX, ACRYLIC ENAMEL:**

A) PRIMER 26% +/- 2% = DISCOUNT OFF LIST/CATALOG 65%
B) FLAT PAINT 42% +/- 2% = DISCOUNT OFF LIST/CATALOG 65%
C) EGG SHELL PAINT 40% +/- 2% = DISCOUNT OFF LIST/CATALOG 65%
D) SEMI-GLOSS PAINT 36% +/- 2% = DISCOUNT OFF LIST/CATALOG 65%

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**GROUP IV: STAINS AND POLYURETHANES, ALL TYPES, COLORS AND SHEENS.**

A) ALL TYPES, COLORS AND SHEENS. DISCOUNT OFF LIST/CATALOG 25%

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**GROUP V: SUNDRIES/PAINT SUPPLIES**

A) PAINT BRUSHES - ALL TYPES AND SIZES = DISCOUNT OFF LIST/CATALOG 40%
B) ROLLER COVERS - ALL SIZES AND NAPS = DISCOUNT OFF LIST/CATALOG 40%
C) ROLLER FRAMES - ALL SIZES = DISCOUNT OFF LIST/CATALOG 40%
D) DROP CLOTHS - ALL TYPES, SIZES AND WEIGHTS = DISCOUNT OFF LIST/CATALOG 40%
E) TAPE - ALL TYPES AND WIDTHS = DISCOUNT OFF LIST/CATALOG 40%
F) SAND PAPER - ALL TYPES, SIZES AND GRITS = DISCOUNT OFF LIST/CATALOG 40%
G) CAULKS, SEALERS, PATCHING COMPOUNDS - ALL TYPES AND COLORS = DISCOUNT OFF LIST/CATALOG 40%
H) THINNERS, REDUCERS AND CLEANERS = DISCOUNT OFF LIST/CATALOG 40%
I) LADDERS, SCAFFOLDING - ALL TYPES AND SIZES, MUST MEET OR EXCEED ANSI TYPE 1A RATING AND/OR MEET ANSI AND OSHA CODES = DISCOUNT OFF LIST/CATALOG 20%
J) SPRAY EQUIPMENT AND ACCESSORIES = DISCOUNT OFF LIST/CATALOG 20%

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END OF ITEM LIST