**BLANKET PURCHASE ORDER**

**STATE OF MARYLAND**

--------------------- STATE OF MARYLAND ---------------------

**BPO NO: 001B9400118**

**PRINT DATE: 09/18/18**

**PAGE: 01**

**SHIP TO:**

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:**

MCCORMICK PAINTS

2355 LEWIS AVE

ROCKVILLE, MD 20851

(240) 353-0784

**REFER QUESTIONS TO:**

CALVIN GLADDEN

(410) 767-4281

CALVIN.GLADDEN@MARYLAND.GOV

**ITB:**

001IT820838

**EXPR DATE:** 08/31/21

**POST DATE:** 09/05/18

**DISCOUNT TERMS:** .

**CONTRACT AMOUNT:** .00

**NET 30 DAY**

**STATE 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

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PAINT AND PAINT PRODUCTS

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BID # MDDGS31038816

* MODIFICATION #1: ADD WICOMICO COUNTY TO REGION D.

* **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

B) REGION B (CAPITAL) FREDERICK, MONTGOMERY, PRINCE GEORGE'S COUNTY

C) REGION C (CENTRAL) ANNE ARUNDEL, BALTIMORE, CARROLL, HARFORD, HOWARD COUNTIES & BALTIMORE CITY (3% MBE REGION)

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

*** CONTINUED, NEXT PAGE ***
E) REGION E (SOUTHERN) CALVERT, CHARLES AND ST. MARY'S COUNTIES

CONTRACT START DATE: 09/01/2018

CONTRACT EXPIRATION DATE: 08/31/2021

THIS IS A 03 YEAR CONTRACT. THE STATE RESERVES THE RIGHT TO UNILATERALLY RENEW THIS CONTRACT 02 TIMES FOR 01 YEAR EACH.

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

VENDOR NAME: (THE MCCORMIC PAINT WORKS COMPANY, INC.)

VENDOR CONTACT: (WILLIAM (BILL) BROWN) VENDOR

TELEPHONE: 301-770-3235

VENDOR EMAIL ADDRESS: BBROWN@MCCORMICKPAINTS.COM

REGION C: MBE VENDOR NAME: (TEGELER CONSTRUCTION AND SUPPLY)

MBE VENDOR CONTACT: (BRITTANY TEGELER)

MBE TELEPHONE: 410-236-8165

MBE VENDOR EMAIL ADDRESS: BRITTANY@TEGELERSOURCE.COM

MBE GOAL 3% FOR REGION C (CENTRAL: ANNE ARUNDEL, BALTIMORE, CARROLL, HARFORD, HOWARD COUNTIES & BALTIMORE CITY)

SCOPE OF CONTRACT:

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

CONTRACT REQUIREMENTS:

*** CONTINUED, NEXT PAGE ***
QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

PRICE ESCALATION:

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

*** CONTINUED, NEXT PAGE ***
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.

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.

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, 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

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

(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 (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 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 THE
PROGRAM MANAGER, LISA MCDONALD AT LISA.MCDONALD@MARYLAND.GOV,
AND TO EBONY SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER
OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S
TERMS (cont'd):

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.

EMM Catalog:
The contract awardee is required to register as a vendor in the Maryland Marketplace Ecatalog directory (Online Shopping Environment). It offers a virtual shop front for your goods and services to be purchased with ease across the State through the system. Please contact Cathy Marzola at (410) 767-1492 regarding information and instructions on joining the EMM ECatalog. You must coordinate the upload of your product catalog to ensure maximum use of your products and services per contract terms.

Payments to the contractor pursuant to this contract shall be made no later than 30 days after the State's receipt of a proper invoice from the contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. Electronic Funds Transfer: This provision on Electronic Funds Transfer applies to contracts of over $200,000 for which payments are made through the State Comptroller. 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.

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.

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

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TERMS (cont’d):

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 A 3% REQUIREMENT FOR MBE PARTICIPATION IN THIS BID.

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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.

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CONTRACT
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DESIGNATED AGENCY ONLY ( )

AVAILABLE TO: ALL STATE OF MARYLAND AGENCIES (X)
STATE AGENCIES AMD POLITICAL SUBDIVISIONS (X)

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NOTE:
PAINT AND PRIMER COMPOSITION REFLECTS THE CHEMICAL CONTENTS, BY VOLUME PERCENTAGE, FOR GROUPS I THROUGH III.

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<td>63057-000500</td>
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PAINTS

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

INTERIOR:
A) PRIMER 41% +/- 2% = DISCOUNT OFF LIST/CATALOG 71%

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B) STAIN BLOCK PRIMER 38% +/- 2% = DISCOUNT OFF LIST/CATALOG 71%
C) FLAT PAINT 30% +/- 2% = DISCOUNT OFF LIST/CATALOG 72%
D) EGG SHELL PAINT 34% +/- 2% = DISCOUNT OFF LIST/CATALOG 72%
E) SEMI-GLOSS PAINT 38% +/- 2% = DISCOUNT OFF LIST/CATALOG 72%

**EXTERIOR:**

F) PRIMER 36% +/- 2% = DISCOUNT OFF LIST/CATALOG 71%
G) STAIN BLOCK PRIMER 38% +/- 2% = DISCOUNT OFF LIST/CATALOG 71%
H) FLAT PAINT 36% +/- 2% = DISCOUNT OFF LIST/CATALOG 73%
I) SEMI-GLOSS PAINT 38% +/- 2% = DISCOUNT OFF LIST/CATALOG 73%
J) GLOSS PAINT 35% +/- 2% = DISCOUNT OFF LIST/CATALOG 73%

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0002 63057-000500 GL

**PAINTS**

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

**INTERIOR:**

A) PRIMER 45% +/- 2% = DISCOUNT OFF LIST CATALOG 50%
B) STAIN BLOCK PRIMER 35% +/- 2% = DISCOUNT OFF LIST CATALOG 50%

**EXTERIOR:**

C) PRIMER 52 +/- 2% = DISCOUNT OFF LIST CATALOG 50%
D) SEMI-GLOSS PAINT 44% +/- 2% = DISCOUNT OFF LIST CATALOG * NO BID *
E) GLOSS PAINT 54% +/- 2% = DISCOUNT OFF LIST CATALOG 60%

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0003 63057-000500 GL

**PAINTS**

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

**LATEX, ACRYLIC ENAMEL:**

A) PRIMER 26% +/- 2% = DISCOUNT OFF LIST/CATALOG 71%
B) FLAT PAINT 42% +/- 2% = DISCOUNT OFF LIST/CATALOG 72%
C) EGG SHELL PAINT 40% +/- 2% = DISCOUNT OFF LIST/CATALOG 72%
D) SEMI-GLOSS PAINT 36% +/- 2% = DISCOUNT OFF LIST/CATALOG 72%

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PAINTS

GROUP IV: STAINS AND POLYURETHANES, ALL TYPES, COLORS AND SHEENS.
A) ALL TYPES, COLORS AND SHEENS. DISCOUNT OFF LIST/CATALOG 60%

0005 63057-000500 GL

PAINTS

GROUP V: SUNDRIES/PAINT SUPPLIES
A) PAINT BRUSHES - ALL TYPES AND SIZES = DISCOUNT OFF LIST/CATALOG 52%
B) ROLLER COVERS - ALL SIZES AND NAPS = DISCOUNT OFF LIST/CATALOG 54%
C) ROLLER FRAMES - ALL SIZES = DISCOUNT OFF LIST/CATALOG 55%
D) DROP CLOTHS - ALL TYPES, SIZES AND WEIGHTS = DISCOUNT OFF LIST/CATALOG 52%
E) TAPE - ALL TYPES AND WIDTHS = DISCOUNT OFF LIST/CATALOG 51%
F) SAND PAPER - ALL TYPES, SIZES AND GRITS = DISCOUNT OFF LIST/CATALOG 55%
G) CAULKS, SEALERS, PATCHING COMPOUNDS - ALL TYPES AND COLORS = DISCOUNT OFF LIST/CATALOG 56%
H) THINNERS, REDUCERS AND CLEANERS = DISCOUNT OFF LIST/CATALOG 60%
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 35%
J) SPRAY EQUIPMENT AND ACCESSORIES = DISCOUNT OFF LIST/CATALOG 20%

END OF ITEM LIST

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AUTHORIZED BY: ___________________________ DATE: _______________

BUYER AUTHORIZED DESIGNEE

FMS-5 (4/96)