BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B2400518 **PRINT DATE:** 04/12/12 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1752657523
ENNIS PAINT INC
1509 S KAUFMAN PO BOX 404

ENNIS, TX 75129
(800)331-8118 EXT 7220

REFER QUESTIONS TO:

SUZAN EDWARDS
(410)767-4032
SUZAN.EDWARDS@DGS.STATE.MD.US

ITB:

EXPR DATE: 04/15/13
POST DATE: 04/12/12

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.

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STATEWIDE CONTRACT-ALTERNATE
FOR
LINESTRIPING TRAFFIC PAINT
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NOTE WELL: THE STATE OF MARYLAND INTENDS TO USE THE PRIMARY CONTRACT UNTIL SUCH TIME AS THE PRIMARY VENDOR FAILS TO PERFORM IN A SATISFACTORY MANNER ACCORDING TO THESE SPECIFICATIONS. ALTERNATE CONTRACTS AWARDED UNDER THIS BID WILL BE UTILIZED ONLY AFTER THE PRIMARY VENDOR DOES NOT PERFORM IN A SATISFACTORY MANNER AND ONLY UNTIL CONTRACT DISPUTES WITH THE PRIMARY VENDOR ARE RESOLVED. THEREFORE, ORDERS AGAINST THIS CONTRACT MUST BE ACCOMPANIED BY AN AUTHORIZATION LETTER SIGNED BY THE DEPARTMENT OF GENERAL DEPARTMENT OF GENERAL SERVICES, OFFICE OF COMMODITIES PROCUREMENT.

SCOPE OF CONTRACT: REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR THE FOLLOWING ITEMS FOR THE CONTRACT

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TERMS (cont'd):

PERIOD SPECIFIED.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

CONTRACT PERIOD: APRIL 15, 2012 THROUGH APRIL 15, 2013.

THIS IS THE FIRST AND FINAL RENEWAL OF ORIGINAL BPO NO. 001B0400637. THERE ARE NO RENEWALS REMAINING.

THE TERM OF THE CONTRACT WILL BE A PERIOD OF ONE (1) YEAR.

RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT. PRICES SUBMITTED AT THE TIME OF THE BID MUST REFLECT THE POTENTIAL INCREASES THROUGH THE TERM AND THE OUT YEARS OF THE CONTRACT.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE BUREAU. THE BUREAU MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD.

ALL PRICES ARE TO BE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND. PRICES MUST INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES

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

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TERMS (cont'd):

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

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. CONTRACTS LIMITING QUANTITIES IN ANY WAY WILL NOT BE ACCEPTED OR CONSIDERED.

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 OR 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:

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TERMS (cont'd):

OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

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

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

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 NOT 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 DETERMING 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 MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT FOR THE REPORT SHALL BE IN EXCEL AND MUST INCLUDE, AS A MINIMUM, 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. ADDITIONALLY, VENDORS WHO ARE DETERMINED TO BE IN DEFAULT OF THIS MANDATORY REPORT REQUIREMENT WILL NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS.

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LINE #	STATE ITEM ID	U/M	UNIT COST
0001	63066	GL	7.0240

PAINTS, TRAFFIC

WHITE TRAFFIC PAINT AS PER ATTACHED SPECIFICATIONS

0002	63066	GL	7.3890

PAINTS, TRAFFIC

YELLOW TRAFFIC PAINT AS PER ATTACHED SPECIFICATIONS

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE