

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000001279
Sherwin Williams Company
62 River St
Montpelier VT 05602
United States

Contract ID 0000000000000000000031206		Page 1 of 6
Contract Dates 05/01/2016 to 04/30/2018		Origin CPS
Description: CPS- TRAFFIC PAINT		Contract Maximum \$9,999,999.99
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #: 802-223-3457

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TRAFFIC PAINT: YELLOW, FAST DRY, WATERBORNE, TO BE SUPPLIED IN TOTES. 250 GALLON TOTE: \$7.27 PER GAL 275 GALLON TOTE: \$7.23 PER GAL	GAL	0.01000	0.00	0.00
2		TRAFFIC PAINT: WHITE, FAST DRY, WATERBORNE, TO BE SUPPLIED IN TOTES. 250 GALLON TOTE: \$7.31 PER GAL. 275 GALLON TOTE: \$7.27 PER GAL	GAL	0.01000	0.00	0.00
3		TRAFFIC PAINT: WHITE, FAST DRY, WATERBORNE, TO BE SUPPLIED IN 5 GALLON PAILS	GAL	7.52000	0.00	0.00
4		TRAFFIC PAINT: YELLOW, FAST DRY, WATERBORNE, TO BE SUPPLIED IN 5 GALLON PAILS	GAL	7.49000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS STATE OF VERMONT CONTRACT #31206 ("CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA § 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE STATE OF MAINE TRAFFIC PAINT CONTRACT #MA 17A160311-0616 WITH SHERWIN WILLIAMS (OR "CONTRACTOR") ON BEHALF OF ITS AFFILIATED ENTITIES PROVIDING THE PRODUCTS FOR THE PURCHASE OF TRAFFIC PAINT. THIS CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF MAINE ON BEHALF OF THE PARTICIPATING STATES AND THE RESULTING STATE OF MAINE CONTRACT #MA 17A160311-0616 EFFECTIVE MAY 1, 2016. THIS CONTRACT INCORPORATES THE PRODUCTS AND PRICING OF THE STATE OF MAINE AGREEMENT #MA 17A160311-0616 AND ALL ITS TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #31206, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

SCOPE: CONTRACTOR WILL PROVIDE TRAFFIC PAINT TO THE STATE OF VERMONT UNDER THE TERMS OF THIS CONTRACT, INCLUDING THE STATE OF MAINE CONTRACT #MA 17A160311-0616, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS.

CONTRACT PERIOD: MAY 1, 2016 TO APRIL 30, 2018. THE CONTRACT MAY BE EXTENDED UP TO TWO (2) ADDITIONAL (1) ONE YEAR PERIODS UPON EXECUTION OF A WRITTEN AMENDMENT AND ACCEPTANCE OF BOTH PARTIES, FOR A TOTAL TERM NOT TO EXCEED (4) FOUR YEARS.

VERMONT SPECIFICATION FOR TRAFFIC PAINT SHALL BE IN CONFORMANCE TO THE STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR WHITE AND YELLOW FAST DRY TRAFFIC PAINT. THIS FORMULATION IS METHANOL-FREE AND IS AN ENVIRONMENTALLY FRIENDLY PRODUCT.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE WHICH FOLLOWS. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

PERFORMANCE MEASUREMENTS

1. DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED

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THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE (EXAMPLE-LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THIS CONTRACT, A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

INITIAL DELIVERIES: PAINT DELIVERIES SHALL BE REQUIRED THE FIRST WEEK OF APRIL, IF REQUESTED BY THE AGENCY OF TRANSPORTATION.

TEST SAMPLES: CONTRACTOR SHALL SUBMIT TWO-ONE PINT SAMPLES OF EACH CONSTITUENT OF BOTH THE VEHICLE AND PIGMENT WHICH SHALL BE USED TO MANUFACTURE OF THIS PAINT AS WELL AS TWO ONE PINT SAMPLES OF THE FIRST BATCH OF PAINT OF EACH COLOR TO THE VERMONT AOT MATERIAL AND RESEARCH DIVISION AT LEAST ONE WEEK IN ADVANCE OF THE FIRST SHIPMENT OF PAINT. UPON APPROVAL OF THESE SAMPLES, PAINT MAY BE SHIPPED. ANY PAINT SUBMISSION MUST INCLUDE A COPY OF THE MATERIAL SAFETY DATA SHEET.

ATTN: JERRY McMAHAN
VERMONT AGENCY OF TRANSPORTATION
2178b AIRPORT ROAD
BERLIN, VT 05641

TWO-ONE PINT SAMPLES OF PAINT FOR EACH SUBSEQUENT BATCH WILL BE SUBMITTED TO THE SAME LOCATION PRIOR TO SHIPMENT. ALL SAMPLES SHALL BE LABELED WITH THE MANUFACTURER, THE BATCH NUMBER, COLOR, SHIPPING POINT, TRADE NAME OR ID NUMBER, FORMULA, CONTRACT NUMBER AND MANUFACTURE DATE.

ANY CHANGES IN CONSTITUENTS SHALL REQUIRE SUBMITTAL OF TWO-ONE PINT SAMPLES OF THE NEW CONSTITUENT AT LEAST TWO WEEKS PRIOR TO SHIPMENT.

DEFECTS: ANY PAINT FURNISHED UNDER THIS CONTRACT THAT CONTAINS NON-APPROVED CONSTITUENTS HAS BEEN CONTAMINATED WITH ANY FORM OF MATERIAL AND CANNOT BE SATISFACTORILY APPLIED OR THAT DOES NOT OTHERWISE MEET THE SPECIFICATIONS SHALL BE DISPOSED OF BY THE CONTRACTOR IN AN ENVIRONMENTALLY CONSCIOUS MANNER AND IMMEDIATELY REPLACED WITH MATERIALS MEETING THE SPECIFICATION ENTIRELY AT THE CONTRACTOR'S EXPENSE. THE DISPOSAL AND REPLACEMENT PROCESS SHALL INCLUDE THE TOTAL QUANTITIES OF ANY CONTAMINATED PAINT CAUSED BY PUMPING UNSATISFACTORY MATERIAL INTO THE AGENCY'S STORAGE TANKS ALREADY CONTAINING PAINT.

LABELING: THE TOTES SHALL BE CLEARLY LABELED WITH THE WORDS "FAST DRYING WHITE (OR YELLOW) WATERBORNE TRAFFIC PAINT, BATCH NUMBER, PAINT WEIGHT, TARE AND GROSS WEIGHT, DATE MANUFACTURED AND THE NAME OF THE CONTRACTOR.

METHOD OF ORDERING: THE AOT TRAFFIC SHOP WILL E-MAIL OR FAX DELIVERY REQUESTS AT LEAST ONE WEEK IN ADVANCE OF THE REQUESTED DELIVERY DATE.

PENALTY OF LATE DELIVERY: ADHERENCE TO THE DELIVERY SCHEDULE IS A NECESSITY FOR THE STATE OF VERMONT. THE STATE INCURS CONSIDERABLE INCONVENIENCE AND EXPENSE IF SHIPMENTS ARE NOT RECEIVED ON TIME. A PENALTY OF ONE DOLLAR (\$1.00) PER GALLON PER DAY WILL BE IMPOSED WHEN A SCHEDULED DELIVERY IS LATE BY MORE THAN THREE (3) CALENDAR DAYS.

PENALTY FOR LOW COMPOSITION: A \$0.50 CENTS PER GALLON PENALTY WILL BE IMPLEMENTED FOR ALL BATCHES THAT DO NOT MEET THE SPECIFICATIONS.

AVAILABILITY AND INVENTORY: CONTRACTOR IS REQUIRED TO MAINTAIN AN INVENTORY OF TOTES AND PAINT ADEQUATE TO

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MEET THE DELIVERY REQUIREMENT TO THE STATE OF VERMONT DURING THE PAINT SEASON. THE INVENTORY IS TO BE 36 TOTES OF YELLOW AND 36 TOTES OF WHITE TRAFFIC PAINT MEETING SPECIFICATIONS.

DELIVERIES: LOCATIONS FOR DELIVERIES ARE BERLIN, MENDON AND COLCHESTER. CONTRACTOR IS REQUIRED TO NOTIFY THE TRAFFIC SHOP SUPERVISOR AT 802-828-2680 AT LEAST 48 HOURS IN ADVANCE OF ANY DELIVERY. FAILURE TO NOTIFY IN ADVANCE WILL RELIEVE AOT OF THE RESPONSIBILITY FOR UNLOADING FOR UP TO 48 HOURS AFTER DELIVERY.

DELIVERY TIMES: MENDON AND COLCHESTER: THE CONTRACTOR IS REQUIRED TO DELIVER EARLY MORNING BETWEEN 7:00 AM AND 7:30 AM AND MUST CALL DELIVERY LOCATION WITH A MINIMUM OF 24 HOURS ADVANCE NOTICE. PLEASE LEAVE A MESSAGE IF NO ANSWER.

BERLIN: THE CONTRACTOR IS REQUIRED TO DELIVER BETWEEN 7:00 AM AND 3:00 PM AND MUST CALL WITH A MINIMUM OF 24 HOURS ADVANCE NOTICE.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

TAX EXEMPTION: UNDER THIS CONTRACT, CONTRACTOR WILL WAIVE ALL TAXES FOR WHICH THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE.

ENTIRE CONTRACT: THE STATE OF MAINE AGREEMENT #MA 17A160311-0616, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

- A. THIS CONTRACT #31206
- B. THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS (EXHIBIT C)
- C. THE STATE OF MAINE CONTRACT #MA 17A160311-0616
- D. PARTICIPATING ADDENDUM

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND ACCEPTED IN ACCORDANCE WITH THIS CONTRACT. CONTRACTOR SHALL ENSURE THAT SHIPMENTS ARE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED WITHOUT ADVANCED WRITTEN AUTHORIZATION FROM THE STATE OF VERMONT ORDERING ENTITY.

WRITTEN QUOTATIONS: END USERS MUST OBTAIN A WRITTEN QUOTE FROM THE SELECTED DEALER THAT MUST INCLUDE: BUT NOT LIMITED TO: THE PERCENTAGE OF DISCOUNT OFF THE CURRENTLY APPROVED MANUFACTURERS PUBLISHED PRICE, NET COST, CONTRACT NUMBER, DELIVERY TIME, MAKE MODEL, ATTACHMENTS/IMPLEMENTS (IF REQUEST), WITH A DESCRIPTION OF THE EQUIPMENT AND WARRANTY.

PRICE LIST AND CATALOGS: CONTRACTOR OR DEALER(S) ARE REQUIRED, UPON REQUEST OF ANY USER, TO PROVIDE THE USER WITH CATALOGS AND DESCRIPTIVE LITERATURE AND LISTING OF AUTHORIZED DEALERS FOR ANY NASPO PARTICIPATING STATE PER TERMS AND CONDITIONS STIPULATED UNDER THIS CONTRACT. THIS INFORMATION IS TO BE PROVIDED TO THE ORDERING AGENCY WITHIN (5) BUSINESS DAYS OF THE REQUEST.

DELIVERY SERVICE: THIS CONTRACT CONTAINS APPROVED EQUIPMENT SPECIFICATIONS FOR BASIC UNITS MANUFACTURED BY THE CONTRACTOR PER CATALOG (S) AND LINE ITEM LESS A FIRM PERCENTAGE OF DISCOUNT AGAINST THE MANUFACTURER CURRENT PUBLISHED PRICE LIST.

QUALITY: ALL PRODUCTS PROVIDED BY CONTRACTOR UNDER THIS CONTRACT WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE

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PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.						

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING WRITTEN PURCHASE ORDER MUST BE ISSUED. PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE CONTRACTOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION:

A. TERMINATION WITHOUT CAUSE. ANY DISCRETIONARY OR VESTED RIGHT OF RENEWAL NOTWITHSTANDING, THIS CONTRACT MAY BE TERMINATED UPON WRITTEN NOTICE BY MUTUAL CONSENT OF BOTH PARTIES OR UNILATERALLY UPON 180 DAYS WRITTEN NOTICE BY EITHER PARTY WITHOUT CAUSE.

B. STATE TERMINATION FOR NON-APPROPRIATION. THE CONTINUATION OF THIS CONTRACT BEYOND THE CURRENT BIENNIUM IS SUBJECT TO AND CONTINGENT UPON SUFFICIENT FUNDS BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE BY THE STATE LEGISLATURE AND/OR FEDERAL SOURCES. THE STATE MAY TERMINATE THIS CONTRACT, AND CONTRACTOR WAIVES ANY AND ALL CLAIM(S) FOR DAMAGES, EFFECTIVE IMMEDIATELY UPON RECEIPT OF WRITTEN NOTICE (OR ANY DATE SPECIFIED THEREIN) IF FOR ANY REASON THE CONTRACTING AGENCY'S FUNDING FROM STATE AND/OR FEDERAL SOURCES IS NOT APPROPRIATED OR IS WITHDRAWN, LIMITED, OR IMPAIRED. THE STATE OF VERMONT WILL BE RESPONSIBLE FOR CHARGES ACCRUED FOR SERVICES AND EQUIPMENT DELIVERED BEFORE THE TERMINATION DATE.

C. CAUSE TERMINATION FOR DEFAULT OR BREACH. A DEFAULT OR BREACH MAY BE DECLARED WITH OR WITHOUT TERMINATION.

THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE OF DEFAULT OR BREACH TO THE OTHER PARTY AS FOLLOWS:

I. IF CONTRACTOR FAILS TO PROVIDE OR SATISFACTORILY PERFORM ANY OF THE CONDITIONS, WORK, DELIVERABLES, GOODS, OR SERVICES CALLED FOR BY THIS CONTRACT WITHIN THE TIME REQUIREMENTS SPECIFIED IN THIS CONTRACT OR WITHIN ANY GRANTED EXTENSION OF THOSE TIME REQUIREMENTS; OR

II. IF ANY STATE, COUNTY, CITY OR FEDERAL LICENSE, AUTHORIZATION, WAIVER, PERMIT, QUALIFICATION OR CERTIFICATION REQUIRED BY STATUTE, ORDINANCE, LAW, OR REGULATION TO BE HELD BY CONTRACTOR TO PROVIDE THE GOODS OR SERVICES REQUIRED BY THIS CONTRACT IS FOR ANY REASON DENIED, REVOKED, DEBARRED, EXCLUDED, TERMINATED, SUSPENDED, LAPSED, OR NOT RENEWED; OR

III. IF CONTRACTOR BECOMES INSOLVENT, SUBJECT TO RECEIVERSHIP, OR BECOMES VOLUNTARILY OR INVOLUNTARILY SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT; OR

IV. IF THE STATE MATERIALLY BREACHES ANY MATERIAL DUTY UNDER THIS CONTRACT AND ANY SUCH BREACH IMPAIRS CONTRACTOR'S ABILITY TO PERFORM; OR

V. IF IT IS FOUND BY THE STATE THAT ANY QUID PRO QUO OR GRATUITIES IN THE FORM OF MONEY, SERVICES, ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY CONTRACTOR, OR ANY AGENT OR REPRESENTATIVE OF CONTRACTOR, TO ANY OFFICER OR EMPLOYEE OF THE STATE OF VERMONT OR ANY OTHER PARTICIPATING STATE WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO AWARDED, EXTENDING, AMENDING, OR MAKING ANY DETERMINATION WITH RESPECT TO THE PERFORMING OF SUCH CONTRACT; OR

VI. IF IT IS FOUND BY THE STATE THAT CONTRACTOR HAS FAILED TO DISCLOSE ANY MATERIAL CONFLICT OF INTEREST RELATIVE TO THE PERFORMANCE OF THIS CONTRACT.

D. TIME TO CORRECT. TERMINATION UPON A DECLARED DEFAULT OR BREACH MAY BE EXERCISED ONLY AFTER SERVICE OF FORMAL WRITTEN NOTICE, AND THE SUBSEQUENT FAILURE OF THE DEFAULTING PARTY WITHIN THIRTY (30) CALENDAR DAYS OF RECEIPT OF THAT NOTICE TO PROVIDE EVIDENCE, SATISFACTORY TO THE AGGRIEVED PARTY, SHOWING THAT THE DECLARED DEFAULT OR BREACH HAS BEEN CORRECTED.

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E. WINDING UP AFFAIRS UPON TERMINATION. IN THE EVENT OF TERMINATION OF THIS CONTRACT FOR ANY REASON, THE PARTIES AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SURVIVE TERMINATION:

I. THE PARTIES SHALL ACCOUNT FOR AND PROPERLY PRESENT TO EACH OTHER ALL CLAIMS FOR FEES AND EXPENSES AND PAY THOSE WHICH ARE UNDISPUTED AND OTHERWISE NOT SUBJECT TO SET OFF UNDER THIS CONTRACT. NEITHER PARTY MAY WITHHOLD PERFORMANCE OF WINDING UP PROVISIONS SOLELY BASED ON NONPAYMENT OF FEES OR EXPENSES ACCRUED UP TO THE TIME OF TERMINATION;

II. CONTRACTOR SHALL SATISFACTORILY COMPLETE WORK IN PROGRESS AT THE AGREED RATE (OR A PRO RATA BASIS IF NECESSARY) IF SO REQUESTED BY THE CONTRACTING AGENCY;

III. CONTRACTOR SHALL EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS NECESSARY TO EFFECTUATE AN ASSIGNMENT OF THIS CONTRACT IF SO REQUESTED BY THE CONTRACTING AGENCY;

IV. CONTRACTOR SHALL PRESERVE, PROTECT AND PROMPTLY DELIVER TO THE STATE ALL EQUIPMENT, DATA, PROPRIETARY INFORMATION AND ANY OTHER PROPERTY OWNED BY THE STATE THEN IN CONTRACTOR'S POSSESSION.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS.

ADDITIONAL PURCHASERS: THE UNIVERSITY OF VERMONT, VERMONT STATE COLLEGES, POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE OF VERMONT ARE COLLECTIVELY DEFINED AS THE "ADDITIONAL PURCHASERS". ITEMS FURNISHED TO ADDITIONAL PURCHASERS WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE ADDITIONAL PURCHASERS; AND NEITHER THE STATE OF VERMONT NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES SHALL ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THESE PAYMENTS OR ANY OTHER ELEMENT OF ADDITIONAL PURCHASERS' PARTICIPATION IN THIS CONTRACT.

INTER-AGENCY NOTICE: AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

AUTHORIZED REPRESENTATIVE, STATE OF MAINE AUTHORIZED REPRESENTATIVE IS DONNY CROCKETT, OR HIS SUCCESSOR, AND HAS THE RESPONSIBILITY TO MONITOR THE VENDOR'S PERFORMANCE.

DONNY CROCKETT
9 STATE HOUSE STATION
AUGUSTA, ME 04333-0009
TEL: 207-624-7336
donny.crockett@maine.gov

THE VENDOR'S AUTHORIZED REPRESENTATIVE IS PAM PHILLIPS, CONTRACT ADMINISTRATOR, OR HER SUCCESSOR. IF THE VENDOR'S AUTHORIZED REPRESENTATIVE CHANGE AT ANY TIME DURING THIS CONTRACT, THE VENDOR MUST IMMEDIATELY NOTIFY STATE OF MAINE.

SHERWIN WILLIAMS COMPANY
PAM PHILLIPS
(443) 370-8370
pam.s.phillips@sherwin.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@vermont.gov

