MASTER AGREEMENT

Baltimore County, Maryland
Office of Budget and Finance

Vendor ID: VC0000014215
Ennis Paint Inc.
PO Box 160
Thomasville NC 27361

Document Description: Glass Beads, Type 1 for road surface painting

Approved by County Council:

Not to Exceed:

Reason for Modification:
This modification is being issued to exercise the final renewal option from 9/10/2016 to 9/9/2017. All prices, terms and conditions remain the same.

Extended Description:
This contract is now transferred to Ennis-Flint Paint Company which acquired the assets of Weissker Manufacturing, LLC as per the attached letter dated December 5, 2014. All prices terms and conditions remain the same.

Incorporating the Baltimore County Solicitation B-552 dated 7/24/2012 including, but not limited to the Bid Response, Procurement Affidavit, MBE/WBE Affidavit and documents and Insurance as applicable.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.
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Beads, glass, Type 1, Standard gradation, 2,000 lb. container, coated for moisture resistance and adhesion promotion for use in waterborne traffic paint as per AASHTO specification latest version - currently M247-11. 2,000 containers to be delivered on skids.

Renewal Period No: 1
Renewal Begin Date: 09/10/15
Renewal End Date: 09/09/16

Renewal Period No: 2
Renewal Begin Date: 09/10/16
Renewal End Date: 09/09/17
1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his designee. No changes, modifications, or revisions shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his designee. Contractor shall assign his obligations to performance hereunder whole or in part without the prior written consent of the Purchasing Agent or his designee.

2. If this Master Agreement, Contract, or Purchase Order is for an amount of $25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for $25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.

3. The County’s Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.

4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.

5. Invoices: Invoices shall be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices shall show the vendor’s federal tax identification number (FEIN) or social security number, as appropriate and order number and line number associated with the order(s). Cash discount periods will be computed from the date of delivery and acceptance of the goods covered, or the date of receipt of correct and proper invoices in accordance with terms of Baltimore County’s order, whichever date is later. Under no circumstances will interest be paid.

6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.

7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of $25,000 per year or in excess of two years.

8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, nor agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any such fee, cost, or demand shall arise concerning such fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.

9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the contractor shall not discriminate against persons because of race, color, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.

10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.

11. Any litigation arising out of or relating in any way to this agreement or the performance hereunder shall be brought in the courts of Maryland, and the Contractor hereby irrevocably consents to such jurisdiction. To the extent that the County is a party to any litigation arising out of or relating in any way to this agreement or the performance hereunder, such an action shall be brought only in a court of competent jurisdiction in the courts of the State of Maryland.

12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.

13. Material Safety Data Sheet: If products are to be provided to the County, the contractor shall provide the County with a material safety data sheet (MSDS) and any other information required by law to be furnished to the recipient of the material.

14. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials made of non-recyclable polymers (e.g., polystyrene). Additionally, all materials used in packaging, cushion, protect, and ship are to be made of recycled, recyclable, or biodegradable materials.

15. Copiers, scanners, printers, facsimile equipment and any other office equipment which can take hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.

16. Termination for Convenience: The County may terminate this agreement, in whole or in part, without cause, by providing written notice thereof to the contractor. In the event of termination, without cause, the County shall advise the contractor in writing of the termination date and the work shall be performed during the final days prior to termination. The contractor shall be paid for all reasonable costs incurred by the contractor up to the date of termination set forth in the written notice of termination. The County shall not be required to purchase any anticipated profits, which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

17. Termination for Default: In addition to other available rights and remedies, the County shall have the right upon the happening of any default, without providing notice to the contractor: 1) To terminate this agreement immediately, in whole or in part, 2) To suspend the contractor’s authority to receive any undelivered funds, and/or 3) To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to purchase the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

18. Indemnification: The contractor shall indemnify and hold harmless the County, its employees, agents and officials from and against all liabilities, claims, suits, or demands including attorney’s fees and costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed and performed under the terms of the agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

The contractor shall also indemnify and hold harmless the County, its employees, agents and officials from and against all liabilities, claims, suits, or demands including attorney’s fees and court costs which may be incurred or made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party’s trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with the agreement.

19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials in any proceeding before any tribunal or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate action authorized or permitted under applicable law or regulations. Upon termination of this agreement for default, the County may elect to pay the contractor for services provided or goods delivered up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

20. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor’s risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor’s expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved:

By: [Signature]
Director of Budget and Finance
or Director’s designee

Baltimore County, Maryland
By: [Signature]
County Administrative Officer

Reviewed for Legal Sufficiency
(based upon typeset document)

By: [Signature]
Baltimore County Office of Law
(approval does not convey approval or disapproval of substantive nature of the transaction)