STATE OF LOUISIANA
Competitive Contract

Vendor: 310015294
Company
ENNIS PAINT INC
115 TODD COURT
THOMASVILLE NC 27360
Phone : 336-308-3768
Fax : 336-475-7900

T Number:
Version: C2
LAPS Contract: No
Fiscal Year: 2015
Min.Ord.Value: 0.00
Distributor Contract: No
PCard:No
Co-op Agreement:Yes

Buyer Information
Name: TIFFANY LAMBERT
Tel Number: 225-379-1410
Email: tiffany.lambert@la.gov

Contract number: 4400005743
Description: DOTD Waterborne Traffic Paint

SEBD Vendor: No
SEHI Vendor: No
VSE Vendor: No
DVSE Vendor: No
Contract Valid Dates:
10/28/2014 - 10/27/2017

Supplier Text: This is not an order. This is the Second and Final Renewal of the Annual Contract to furnish Rapid Dry Water Borne Traffic Paint for the twelve (12) month period beginning October 28, 2016 through October 27, 2017 at the same prices, terms, and conditions of the original contract as per attached DOTD specification MS 287-003 dated July, 2011. Original contract period began October 28, 2014 through October 27, 2015, and extended October 28, 2015 through October 27, 2016.

Paint shall conform Subsection 1015.12 of the 2006 Louisiana Standard Specifications for Roads and Bridges and shall be from an approved source on Qualified Products List (QPL) No. 36.

ESTIMATED USAGE:

White: Approximately 200,000 Gallons

Yellow: Approximately 190,000 Gallons

THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY DOTD TO INCREASE OR DECREASE THE AMOUNT AT THE UNIT PRICE STATED IN THE BID.

This contract may be cancelled with thirty (30) days written notice from agency.

Notice to Vendor: THIS IS NOT AN ORDER. A PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO BEGIN SERVICE.

Recommending Approval: Tiffany Lambert **Approved by:** Charlotte Garrison

Line	Material No. ---------- Supplier Part No.	Description	Prod. Cat.	UOM	Net Price	Discount
1	11318 Product Source Code 3645	PAINT,TRAFFIC,WATERBORNE,WHITE MINIMUM 250 GAL, MAXIMUM 275 GAL. STAINLESS OR PLASTIC TOTE, DOTD SPEC MS 287-003, DATED 7/11 Product Source Code: 3645, White, Ennis Paint 981801	31211500	GAL	9.10000	
2	11321 Product Source Code 3646	PAINT,TRAFFIC,WATERBORNE,YELLOW MINIMUM 250 GAL, MAXIMUM 275 GAL. STAINLESS OR PLASTIC TOTE, DOTD SPEC MS 287-003, DATED 7/11 Product Source Code: 3646, Yellow, Ennis Paint 981822	31211500	GAL	8.14000	

Standard Terms and Conditions

1. THIS IS NOT AN ORDER TO SHIP (OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).

2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.

3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.

4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE ISSUING AGENCY PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.

5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.

6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.

7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

   THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE IV AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246,THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISIBILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.