



**State of Idaho Contract Number SBPO19200189  
Amendment No. 3**

**Parties**

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	The Sherwin-Williams Company 101 Prospect Ave 720 GH Cleveland, OH 33020

**Contract Summary**

<b>Contract Name:</b> Facilities MRO <b>Contract Description:</b> Facilities MRO <b>Original Effective Date:</b> 10/22/2018 <b>Current Expiration Date:</b> 9/30/2024	<b>Current Contract Value:</b> \$4,675,000.00 <b>Estimated Lifetime Value:</b> \$4,675,000.00 <b>Contract Usage Type:</b> Open
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**Agency Contacts**

Contact Name	Contact Type	Contact Email
DOP Contract Administration	Contract Administrator	contractadmin@adm.idaho.gov

**Contractor Contacts**

Contact Name	Contact Phone	Contact Email
Neal Sullivan	208 853 1738	<a href="mailto:neal.j.sullivan@sherwin.com">neal.j.sullivan@sherwin.com</a>

**Recitals**

1. The Parties entered into a Contract (SBPO19200189) for Facilities MRO for SBPO19200189, effective October 22, 2023.
2. The Contract was amended on September 24, 2021, via Amendment No. 1, which renewed the contract for a two-year term, October 22, 2021, to October 21, 2023.
3. The Contract was amended on August 4, 2023, via Amendment No. 2, which extended the contract from October 22, 2023, to June 30, 2024.
4. The Contract was renewed on October 22, 2020, for a one-year period.
5. With this Amendment No. 3, the Parties desire to extend the contract for three (3) months.

**Agreement**

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The term of the Contract is extended for three (3) months from 7/1/2024 to September 30, 2024. \$350,000.00 is added for the extension period.

2. Pursuant to Idaho Code 67-2359, the Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China.
3. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
4. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

**Department of Administration**

**The Sherwin-Williams Company**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**State of Idaho Contract Number SBPO19200189  
Amendment No. 2**

**Parties**

Agency	Contractor
Department of Administration 650 W. State St. Boise, ID 83702	The Sherwin-Williams Company 101 Prospect Ave 720 GH Cleveland, OH 33020

**Contract Summary**

<b>Contract Name:</b> Facilities MRO <b>Contract Description:</b> Facilities MRO <b>Original Effective Date:</b> 10/22/2018 <b>Current Expiration Date:</b> 10/21/2023	<b>Current Contract Value:</b> \$4,325,000.00 <b>Estimated Lifetime Value:</b> \$5,000,000.00 <b>Contract Usage Type:</b> Open
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**Agency Contacts**

Contact Name	Contact Phone	Contact Email
Jake Nay	(208) 327-7465	Jake.nay@adm.idaho.gov

**Contractor Contacts**

Contact Name	Contact Phone	Contact Email
Neal Sullivan	208 853 1738	neal.j.sullivan@sherwin.com

**Recitals**

1. The Parties entered into a Contract (SBPO19200189) for Facilities MRO for SBPO19200189, effective 10/22/2023.
2. The contract was amended to extend date from 10/21/2020 to 10/22/2021.
3. The contract was renewed from 10/22/2021 to 10/21/2023.
4. The parties desire the extend the contract.

**Agreement**

Based on the above recitals, and good and valuable consideration, the receipt of which is hereby acknowledged, the Contract is amended as follows:

1. The contract is extended from 10/22/2023 to 6/30/2024.
2. Except as expressly modified in this Amendment, all other terms and conditions of the Contract remain in full force and effect.
3. This Amendment is effective upon the date of the last signature below. In no event will this Amendment be effective until executed by the Department of Administration.

**Department of Administration**

Signature: Jake Nay

Name: Jake Nay

Title: Contract Administrator

Date: 8/4/2023

**Sherwin-Williams**

Signature: Kevin McCoy

Name: Kevin McCoy

Title: National Sales Manager - SLED

Date: 8/4/2023



State of Idaho  
Department of Administration  
Division of Purchasing

**BRAD LITTLE**  
Governor  
**LORI WOLFF**  
Interim Director  
**VALERIE BOLLINGER**  
Administrator

650 West State Street, Room 100  
Boise, ID 83702  
Telephone: (208) 327-7465  
Email: purchasing@adm.idaho.gov  
www.purchasing.idaho.gov

Contract SBPO19200189  
Facilities MRO  
Acknowledgement of Idaho State House Bill 294

July 26, 2023

The Sherwin-Williams Company

“Contractor”

Acknowledges the following by signing below:

Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

Acknowledged by (Print Name): Kevin McCoy

Title: National Sales Manager - SLED

Signature: 

Date: 8/4/2023

## Idaho Division of Purchasing

### Renewal

<b>Purchase Order Name:</b>	ITB Facilities MRO
<b>Contract Number:</b>	SBPO19200189
<b>Parties:</b>	State of Idaho The Sherwin-Williams Company
<b>This Renewal Value:</b>	2,000,000.00 USD
<b>Total Contract Value:</b>	4,000,000.00 USD
<b>Start Date:</b>	10/22/2021 12:00 AM
<b>End Date:</b>	10/21/2023 11:59 PM

**Contract Managers:** Patrick Murphy; patrick.murphy@adm.idaho.gov

### Instructions

SBPO19200189, ITB Facilities MRO(the "Contract") is extended for the time period, as provided above. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein. Contractor's signed renewal letter to SBPO19200189 are attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Mrs.Pam Phillips

+1 443-370-8370  
pam.s.phillips@sherwin.com

**Bill To Address**

As detailed in sourcing  
event or contract  
instructions

**Ship To Address**

As detailed in sourcing  
event or contract  
instructions

**Payment Terms:** Net 30

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**Signed By:**

  
Patrick Murphy Contract Administrator

9/24/2021  
Date



**BRAD LITTLE**  
Governor  
**D. KEITH REYNOLDS**  
Director  
**VALERIE BOLLINGER**  
Administrator

**State of Idaho**  
Department of Administration  
Division of Purchasing

650 West State Street, Room 100  
P. O. Box 83720  
Boise, ID 83720-0075  
Telephone (208) 327-7465  
Fax: 208-327-7320  
<http://purchasing.idaho.gov>

June 22, 2021

The Sherwin-Williams Company  
Attn: Craig Mackay

VIA E-MAIL TRANSMISSION  
[craig.mackay@sherwin.com](mailto:craig.mackay@sherwin.com)

RE: Renewal of Contract SBPO19200189, a Contract for Facilities Maintenance, Repair and Operations (Facilities MRO) for the various State of Idaho Agencies, Institutions, and Departments.  
  
Expiring 10/21/2021

The State of Idaho would like to renew the above referenced contract for a period of Two (2) Years. The contract renewal period is October 22, 2021 to October 21, 2023. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

\*\* On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. By agreeing to renew this contract, you certify as follows:

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail ([purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

*Ariane Quignon*  
Ariane Quignon  
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: The Sherwin-Williams Company

BY: *Kevin J. McCoy*  
(Signature)

Kevin McCoy  
(Printed Name)

DATE: 9/24/2021





**BRAD LITTLE**  
Governor  
**KEITH REYNOLDS**  
Director  
**VALERIE BOLLINGER**  
Administrator

**State of Idaho**  
Department of Administration  
Division of Purchasing

650 West State Street, Room 100  
Boise, ID 83702  
Telephone: (208) 327-7465  
Email: [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)  
[www.purchasing.idaho.gov](http://www.purchasing.idaho.gov)

Contract SBPO19200189  
Contract for Facilities Maintenance, Repair, and  
Operations for the various State of Idaho Agencies,  
Institutions, and Departments

Acknowledgment of Idaho State House Bill 220

The Sherwin-Williams Company

"Contractor"

Acknowledges the following by signing below:

Disclosure of Abortion Related Matters. The State is subject to the No Public Funds for Abortion Act, Idaho Code title 18, chapter 87 (the "Act") and State employees who intentionally violate the provisions of the Act are subject to criminal prosecution. This provision is included in this letter to aid in compliance with the Act. The state of Idaho (State) requests that Contractor disclose, unless Contractor is within one of the exemptions provided in the Act, if it or an affiliate is or becomes, during the term of the Contract, an abortion provider and if it will use State facilities or public funds to provide, perform, participate in, promote or induce, assist, counsel in favor, refer or train a person for an abortion related activity. Please refer to the Act for definitions of the terms used in this section.

Acknowledged by (Print Name): Kevin McCoy

Title: Sales Specialist, SLED

Signature: Kevin J. McCoy

Date: 9/24/2021

UPDATED CONTACT INFORMATION for SBPO19200189

Contact Name	Kevin McCoy
Title	Sales Specialist - SLED
Address	101 W Prospect Ave Cleveland, OH 44115
Phone	216-566-7422
Fax	216-566-1909
E-mail	kevin.j.mccoy@sherwin.com

**Idaho Division of Purchasing**

**Amendment 1**

**Purchase Order Name** ITB Facilities MRO  
**Contract Number** SBPO19200189  
**Parties** State of Idaho  
The Sherwin-Williams Company  
**This Amendment's Value** 0.00 USD  
**Total Contract Value** 2,000,000.00 USD  
**Start Date** 10/22/2020 12:00 AM  
**End Date** 10/21/2021 11:59 PM

**Contract Manager:** State of Idaho; arianne.quignon@adm.idaho.gov  
**Purchasing Lead:** [[ Name (Additional First Party 1) ]]; [[ Contact E-mail (Additional First Party 1 Contact ) ]]

**Instructions**

SBPO19200189, ITB Facilities MRO (the "Contract") is amended as detailed in the attached executed amendment document. All of the terms and conditions contained in the Contract shall remain in effect, except expressly modified herein.

**Note:** The dollar amount listed in the contract Amendment pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Mrs.Pam Phillips

+1 443-370-8370  
pam.s.phillips@sherwin.com

**Bill To Address**

As detailed in  
sourcing event or  
contract instructions

**Ship To Address**

As detailed in  
sourcing event or  
contract instructions

**Payment Details Payment**

**Terms: Net 30**

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**Special Instructions:**

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**Internal Comments:**

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**\$0.00**

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**Signature:** *Ariane Quignon*

**Signed By: Ariane Quignon**



**BRAD LITTLE**  
Governor  
**D. KEITH REYNOLDS**  
Director  
**VALERIE BOLLINGER**  
Administrator

**State of Idaho**  
Department of Administration  
Division of Purchasing

650 West State Street, Room 100  
P. O. Box 83720  
Boise, ID 83720-0075  
Telephone (208) 327-7465  
Fax: 208-327-7320  
<http://purchasing.idaho.gov>

October 20, 2020

The Sherwin-Williams Company  
Attn: Craig Mackay

VIA E-MAIL TRANSMISSION  
[craig.mackay@sherwin.com](mailto:craig.mackay@sherwin.com)

RE: Renewal of Contract SBPO19200189, a Contract for Facilities Maintenance, Repair and Operations (Facilities MRO) for the various State of Idaho Agencies, Institutions, and Departments.

Expiring 10/21/2020

The State of Idaho would like to renew the above referenced contract for a period of One (1) Year. The contract renewal period is October 22, 2020 to October 21, 2021. The same terms and conditions prevail for the contract renewal period, except as expressly modified herein.

If the terms of this renewal letter are acceptable to your company, please sign below and mail, fax (208.327.7320) or e-mail ([purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

*Ariane Quignon*  
Ariane Quignon  
Idaho Division of Purchasing

Contractor agrees to the terms detailed above:

COMPANY: The Sherwin-Williams Co

BY: *[Signature]*  
(Signature)

Craig Mackay  
(Printed Name)

DATE: Oct 20, 2020

UPDATED CONTACT INFORMATION for SBPO19200189

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	



State of Idaho

**State Wide Blanket Purchase Order**

**Purchase Order Summary**

**Purchase Order Number:** SBPO19200189

**Account Number:** AC-1

**Purchase Order Date:** October 22, 2018

**Service Start Date:** October 22, 2018

**Service End Date:** October 21, 2020

**Payment Method:** Invoice

**Payment Terms:** NET30

**Currency:** USD

**FOB Instruction:** Destination

**Supplier**

Craig Mackay  
 The Sherwin-Williams Company  
 10406 Tucker Street  
 Beltsville, MD 20705  
**Phone:** 800-723-8766-3161

**Fax:** 301-595-0427

**Email:** craig.mackay@sherwin.com

**Buyer Contact**

Arianne Quignon  
 Tel:208-332-1604  
 Fax:208-327-7320  
 arianne.quignon@adm.idaho.gov

**Attachment(s):**

- [ITB18000090-01 Facilities MRO.docx :](#)
- [ITB18000090-01 QA.docx :](#)
- [ITB18000090-01 Brady SBPO1392 Usage FY17.xlsx :](#)
- [ITB18000090-01 Fastenal PADD1082 Usage FY17.xlsx :](#)
- [ITB18000090-01 Grainger Usage.xlsx :](#)
- [ITB18000090-01 NorthCoast Elec PADD1084 Usage FY17.xlsx :](#)
- [ITB18000090-02 QA.docx :](#)
- [solicitation\\_instructions Jan 2017.pdf :](#)
- [Standard Terms and Conditions Jan 2017.pdf :](#)

**Contract Number:**

**Bill To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 304 N 8th Street Rm 403  
 PO Box 83720  
 Boise, Idaho 83720

**Phone:** 208-332-1600

**Fax:** 208-327-7320

**Ship To Address**

DOP - Prog Mgr  
 Dept of Administration  
 Division of Purchasing  
 304 N 8th Street Rm 403  
 PO Box 83720  
 Boise, Idaho 83720

**Phone:** 208-332-1600

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Email:** purchasing@adm.idaho.gov  
**Mail Stop:** DOP Program Manager

**Instructions**

This Contract is for Facilities Maintenance, Repair and Operations (Facilities MRO) for the State of Idaho. This Contract shall be for the period noted above and may be renewed, extended, or amended for up to three (3) additional years, subject to mutual, written agreement between the parties. This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Ordering Agency will issue individual orders on an as needed basis.

Contract Title: Facilities MRO

Contract Usage type: MANDATORY USAGE

PUBLIC AGENCY CLAUSE: YES

Contract Administration: Arianne Quignon

Phone: 208-332-1604

Fax: 208.327-7320

Email: [Arianne.quignon@adm.idaho.gov](mailto:Arianne.quignon@adm.idaho.gov)


**CONTRACTOR:** THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED QUOTE (including any electronic Quote submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

Ship to the FOB Destination and Bill Directly to the Ordering Agency as outlined on the Purchase Order. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the SBPO Number will facilitate the efficient processing of payment.

**QUANTITIES:** The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for the figures given in this document.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The State of Idaho's original solicitation document.
3. The Contractor's signed Quote.

Supplier Part Number	Quantity	Items		Unit Price	Total
		Back Order	Unit		
	2.00	0	ANN	1,000,000.00	\$2,000,000.00
<b>Item Description</b>	#1	Facilities MRO Madatory Use Cat: 6 			
<b>Delivery Date:</b>	October 22, 2018				

**Shipping Method:** Delivery

**Shipping Instructions:**

**Ship FOB:** Destination


**Attachment(s)**

- [002065 Idaho State Registration.PDF :](#)
- [answers to idaho 8.1.docx :](#)
- [evidence of insurance 2018.pdf :](#)
- [idaho addenda.pdf :](#)
- [idaho answers sec 6.docx :](#)
- [idaho appendix 2.pdf :](#)
- [idaho appendix 6.pdf :](#)
- [Idaho bid submittal.pdf :](#)
- [idaho cert of good standing.pdf :](#)
- [idaho sales reps.xlsx :](#)
- [idaho section 11 answers.docx :](#)
- [idaho signature page with authority.pdf :](#)
- [Idaho stores.xlsx :](#)
- [iso cert sites 2015.pdf :](#)
- [Sherwin Williams Catalog Price list - 10.1.17.xlsx :](#)

**Special Instructions:**

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<b>Sub-Total (USD)</b>	\$2,000,000.00
<b>Estimated Tax (USD)</b>	\$0.00
<b>TOTAL: (USD)</b>	<b>\$2,000,000.00</b>

**Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.**

**Signature :** 

**Signed By :** Arianne Quignon