

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
USA

CONTRACT



Vendor ID 0000010922
Applied Industrial Technologies Inc
134 Park Street
PO Box 6349
Rutland VT 05702
USA

Phone #: 800-649-4206

Contract ID 00000000000000000000000033745	Page 1 of 6
Contract Dates 05/01/2017 to 04/30/2019	Origin CPS
Description: CPS- ENAMEL PAINT RUSTOLEUM	Contract Maximum \$999,999.00
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217
Contract Status Approved	

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		INTERNATIONAL ORANGE, 245408	GAL	35.96000	0.00	0.00
2		BLACK HIGH GLOSS, 245403	GAL	35.96000	0.00	0.00
3		ALUMINUM, 245309	GAL	35.96000	0.00	0.00
4		FLAT BLACK, 245387	GAL	35.96000	0.00	0.00
5		YELLOW, 245488	GAL	37.16000	0.00	0.00
6		WHITE HIGH GLOSS, 245406	GAL	37.16000	0.00	0.00
7		NEW CATERPILLAR YELLOW, 245489	GAL	37.16000	0.00	0.00
8		SPRAY ENAMEL SAFETY ORANGE, 15 OZ CAN	EA	4.18000	0.00	0.00
9		SPRAY ENAMEL GLOSS BLACK, V2179838, 15 OZ CAN	EA	4.18000	0.00	0.00
10		SPRAY ENAMEL GLOSS WHITE, 15 OZ CAN, V2192838	EA	4.18000	0.00	0.00
11		SPRAY GRIP, 243546	EA	2.15000	0.00	0.00
12		SPRAY GRIP/COMFORT, 241526	EA	4.31000	0.00	0.00
13		PAINT THINNER, 333402	GAL	16.11000	0.00	0.00
14		PRIMER, RED, V769402	GAL	34.38000	0.00	0.00
15		FLAT WHITE, 245533	GAL	35.96000	0.00	0.00
16		HEAVY DUTY ALUMINUM, 245402	GAL	37.16000	0.00	0.00
17		SEMI-GLOSS PLEASANT GREEN, 245482	GAL	35.96000	0.00	0.00
18		SEMI-GLOSS LIGHT NUTREAL GRAY, 245481	GAL	35.96000	0.00	0.00
19		SEMI-GLOSS WHITE, 245483	GAL	35.96000	0.00	0.00
20		ALMOND, 245308	GAL	37.16000	0.00	0.00
21		CHESTNUT BROWN, 245380	GAL	35.96000	0.00	0.00
22		CLEAR, 245381	GAL	35.96000	0.00	0.00
23		DUNES TAN, 245382	GAL	35.96000	0.00	0.00
24		FIRE HYDRANT RED, 245385	GAL	37.16000	0.00	0.00
25		FOREST GREEN, 245388	GAL	37.16000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
26		MACHINE TOOL GRAY, 245409	GAL	35.96000	0.00	0.00
27		MARLIN BLUE, 245440	GAL	35.96000	0.00	0.00
28		NATIONAL BLUE, 245441	GAL	35.96000	0.00	0.00
29		NAVY GRAY, 245443	GAL	35.96000	0.00	0.00
30		SAFETY BLUE, 245474	GAL	37.16000	0.00	0.00
31		SAFETY GREEN, 245476	GAL	37.16000	0.00	0.00
32		SAFETY ORANGE, 245477	GAL	37.16000	0.00	0.00
33		SAFETY RED, 245478	GAL	37.16000	0.00	0.00
34		SAFETY YELLOW, 245479	GAL	37.16000	0.00	0.00
35		SILVER GRAY, 245484	GAL	35.96000	0.00	0.00
36		TILE RED, 245486	GAL	35.96000	0.00	0.00
37		VISTA GREEN, 245487	GAL	35.96000	0.00	0.00
38		GRAY PRIMER, V7086402	GAL	35.43000	0.00	0.00
39		WHITE PRIMER, 258887	GAL	35.43000	0.00	0.00
40		SPRAY ENAMEL, ALMOND, 15 OZ CAN, V2170838	EA	4.31000	0.00	0.00
41		SPRAY ENAMEL, TAN, 15 OZ CAN, V2171838	EA	4.31000	0.00	0.00
42		SPRAY ENAMEL, CHESTNUT BROWN, 15 OZ CAN, V2175838	EA	4.31000	0.00	0.00
43		SPRAY ENAMEL, ANODIZED BRONZE, 15 OZ CAN, 208565, DISCONTINUED	EA	0.01000	0.00	0.00
44		SPRAY ENAMEL, DEEP BLUE, 15 OZ CAN, V2125838	EA	4.31000	0.00	0.00
45		SPRAY ENAMEL, LIGHT BLUE, 15 OZ CAN, V2123838	EA	4.31000	0.00	0.00
46		SPRAY ENAMEL, DARK GREEN, 15 OZ CAN, V2137838	EA	4.31000	0.00	0.00
47		SPRAY ENAMEL, BRIGHT GREEN, 15 OZ CAN, V2134838	EA	4.31000	0.00	0.00
48		SPRAY ENAMEL, HUNTER GREEN, 15 OZ CAN, V2138838	EA	4.31000	0.00	0.00

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Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
49		SPRAY ENAMEL, INDUSTRIAL YELLOW, 15 OZ CAN, V2147838	EA	4.31000	0.00	0.00
50		SPRAY ENAMEL, BRIGHT RED, 15 OZ CAN, V2164838	EA	4.31000	0.00	0.00
51		SPRAY ENAMEL, DARK MACHINE GRAY, 15 OZ CAN, V2187838	EA	4.31000	0.00	0.00
52		SPRAY ENAMEL, DOVE GRAY, 15 OZ CAN, V2184838	EA	4.31000	0.00	0.00
53		SPRAY ENAMEL, LIGHT MACHINE GRAY, 15 OZ CAN, V2183838	EA	4.31000	0.00	0.00
54		SPRAY ENAMEL, SMOKE GRAY, 15 OZ CAN, V2188838	EA	4.31000	0.00	0.00
55		SPRAY ENAMEL, SILVER ALUMINUM, 14 OZ CAN, V2115838	EA	4.31000	0.00	0.00
56		SPRAY ENAMEL, STAINLESS STEEL, 14 OZ CAN, V2119838	EA	4.31000	0.00	0.00
57		SPRAY ENAMEL, SEMI-GLOSS BLACK, 15 OZ CAN, V2177838	EA	4.31000	0.00	0.00
58		SPRAY ENAMEL, FLAT BLACK, 15 OZ CAN, V2178838	EA	4.31000	0.00	0.00
59		SPRAY ENAMEL, SEMI-GLOSS WHITE, 15 OZ CAN, 209567	EA	4.31000	0.00	0.00
60		SPRAY ENAMEL, FLAT WHITE, 15 OZ CAN, V2190838	EA	4.31000	0.00	0.00
61		SPRAY ENAMEL, FLEET WHITE, 15 OZ CAN, V2196838	EA	4.31000	0.00	0.00
62		SPRAY ENAMEL, CRYSTAL CLEAR, 14 OZ CAN, V2102838	EA	4.31000	0.00	0.00
63		SPRAY ENAMEL, SAFETY BLUE, 15 OZ CAN, V2124838	EA	4.31000	0.00	0.00
64		SPRAY ENAMEL, SAFETY GREEN, 15 OZ CAN, V2133838	EA	4.31000	0.00	0.00
65		SPRAY ENAMEL, SAFETY RED, 15 OZ CAN, V2163838	EA	4.31000	0.00	0.00
66		SPRAY ENAMEL, SAFETY YELLOW, 15 OZ CAN, V2143838	EA	4.31000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
67		SPRAY ENAMEL, FLUORESCENT GREEN, 14 OZ CAN, 2233838	EA	5.48000	0.00	0.00
68		SPRAY ENAMEL, FLUORESCENT ORANGE, 14 OZ CAN, 2255838	EA	5.48000	0.00	0.00
69		SPRAY ENAMEL, FLUORESCENT RED, 14 OZ CAN, 2264838	EA	5.48000	0.00	0.00
70		SPRAY ENAMEL, FLUORESCENT YELLOW, 14 OZ CAN, 2242	EA	5.48000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

PERFORMANCE MEASUREMENTS

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

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

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. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE 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 THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
RETURNED TO THE 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 PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'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: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. 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

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

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: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

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

SALES POC INFORMATION
JASON WILSON
802-775-3550
sc0617@applied.com

