

# State of Vermont

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

# CONTRACT



**Vendor ID 0000010227**  
**MSC Industrial Supply Co**  
**1 Perimeter Rd**  
**Manchester NH 03103**  
**United States**

<b>Contract ID</b> 00000000000000000000000033779		<b>Page</b> 1 of 4
<b>Contract Dates</b> 05/01/2017 to 04/30/2018		<b>Origin</b> CPS
<b>Description:</b> CPS-INDUSTRIAL SUPPLIES		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 603-666-4045**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		HVAC = 12% DISCOUNT	EA	0.01000	0.00	0.00
		ADDITIONAL MANUFACTURER'S DISCOUNTS: MAXESS=25%				
2		AUTOMOTIVE TOOLS = 18% DISCOUNT	EA	0.01000	0.00	0.00
3		POWER SOURCES = 12% DISCOUNT	EA	0.01000	0.00	0.00
4		MATERIAL HANDLING = 20% DISCOUNT	EA	0.01000	0.00	0.00
		ADDITIONAL MANUFACTURER'S DISCOUNTS:GLIDE MAX=25%				
5		WELDING AND SOLDERING = 12% DISCOUNT	EA	0.01000	0.00	0.00
6		FASTENERS = 25% DISCOUNT	EA	0.01000	0.00	0.00
7		PNEUMATICS = 12% DISCOUNT	EA	0.01000	0.00	0.00
8		PAINT , EQUIPMENT AND SUPPLIES = 12% DISCOUNT	EA	0.01000	0.00	0.00
		ADDITIONAL MANUFACTURER'S DISCOUNTS: CRC=25%				
9		PLUMBING =12% DISCOUNT	EA	0.01000	0.00	0.00
		ADDITIONAL MANUFACTURER'S DISCOUNTS: SLOAN= 15%				
10		POWER TOOLS = 12% DISCOUNT	EA	0.01000	0.00	0.00
		ADDITIONAL MANUFACTURER'S DISCOUNTS: DEWALT=22.5%, DEWALT ACCESSORIES=22.5%, BLACK & DECKER=20%, MILWAUKEE=22.5%, MILWAUKEE ACCESSORIES=22.5%.				
11		SAFETY = 25% DISCOUNT	EA	0.01000	0.00	0.00
12		HAND TOOLS = 20% DISCOUNT	EA	0.01000	0.00	0.00
		ADDITIONAL MANUFACTURER'S DISCOUNTS: PROTO=25%, STANLEY=25%, PARAMOUNT=30%, BLACKHAWK=25%.				
13		OUTDOOR GARDEN = 12% DISCOUNT	EA	0.10000	0.00	0.00
14		SECURITY = 12% DISCOUNT	EA	0.10000	0.00	0.00
15		ELECTRICAL = 18% DISCOUNT	EA	0.10000	0.00	0.00

USERS ARE ENCOURAGED TO SOLICIT VOLUME PRICING AND TO RATE SHOP THEIR REQUIREMENTS AMONGST ALL MRO CONTRACTS.

CONTRACTOR SHALL PROVIDE 2% REBATE (ADMINISTRATIVE FEE) BACK TO THE STATE BASED ON SALES MADE AGAINST THE CONTRACT, LESS FREIGHT, TAXES, RETURNS, CREDITS OR ADJUSTMENTS. THIS ADMINISTRATIVE FEE SHALL BE MADE TO THE STATE WITHIN 45 DAYS FOLLOWING THE END OF EACH QUARTER AND SHALL CORRELATE WITH FIGURES SUBMITTED ON QUARTERLY REPORTS.

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL ONE (1) YEAR TERM, WITH OPTIONS TO EXTEND FOR THREE (3) ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

THIS CONTRACT MAY BE USED WHEN AN ITEM IS NOT AVAILABLE UNDER AN EXISTING STATE CONTRACT AND UNDER THE FOLLOWING CONDITIONS:

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THE ITEM IS NOT RESTRICTED BY STATUTE OR ADMINISTRATIVE BULLETIN.

THE ITEM IS NOT AN ONGOING NEED OF THE DEPARTMENT THAT IS LIKELY TO BE PURCHASED ON A REGULAR BASIS.

THE INTENT OF THIS CONTRACT IS TO ALLOW FOR SMALL OR UNANTICIPATED PURCHASES. THE LIMIT FOR A SINGLE, ONE TIME PURCHASE OR AN AGGREGATE PURCHASE OF THE SAME ITEMS IS \$3,500. INVOICES SHOULD NOT BE SPLIT IN AN ATTEMPT TO STAY UNDER THIS THRESHOLD.

IT IS NOT TO BE USED FOR THE PURCHASE OF THE SAME OR LIKE ITEMS IF THOSE PURCHASES EXCEED \$7,500 WITHIN ANY MONTH OR \$15,000 WITHIN A FISCAL YEAR. IF REQUIREMENTS EXCEED THESE LIMITS YOU MUST CONTACT THE OFFICE OF PURCHASING & CONTRACTING.

IT IS THE RESPONSIBILITY OF THE USER OF THIS CONTRACT TO VERIFY AFFILIATION WITH STATE OF VERMONT WHEN ORDERING OR OPENING AN ACCOUNT IN ORDER TO RECEIVE THE PRICING UNDER THIS CONTRACT. STATE AGENCIES, TOWNS AND SCHOOLS THAT REGISTER FOR AN ON-LINE ACCOUNT WILL HAVE ACCESS TO VERMONT CONTRACT PRICING.

#### PERFORMANCE MEASUREMENTS

1. 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.
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.

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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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.

VENDOR CONTRACT INFORMATION:  
MIKE O'CONNOR, STATE GOVERNMENT ACCOUNT MANAGER  
CELL: 781-608-1649, E-MAIL: OCONNORM@MSCDIRECT.COM

