

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000002755
W.W. Grainger Inc
20 Gregory Dr
S Burlington VT 05403-6046
USA

Contract ID 0000000000000000000024101		Page 1 of 7
Contract Dates 04/01/2014 to 03/31/2017		Origin CPS
Description: CPS-FALL PROTECTION EQUIPMENT		Contract Maximum \$999,999.00
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		GUARDIAN, 15225 Warning Line Stanchion Single 39" Folding Part Number: 2ETP2	EA	95.12000	0.00	0.00
2		GRAINGER, NMC PF@Y Pennant Flag Yellow 100' Flagged Warning Line. Part Number: 10K035	EA	34.19000	0.00	0.00
3		DBI SALA, 7900060 Base Assy. Guardrail Base, galvanized ballasted portable. Part Number: 5KCX6	EA	234.70000	0.00	0.00
4		DBI SALA, 7900063 Guardrail, section, 10' Yellow, galvanized (ballasted) portable. Part Number: 5KCX9	EA	157.83000	0.00	0.00
5		DBI SALA, 7900062 Guardrail, section, 8' Yellow, galvanized (ballasted) portable. Part Number: 5KCX8	EA	139.22000	0.00	0.00
6		DBI SALA,7900061 Guardrail, section, 6' Yellow, galvanized (ballasted) portable. Part Number: 5KCX7	EA	120.60000	0.00	0.00
7		MILLER BY SPERIAN, SG8183-10/60FT 60' Horizontal Lifeline Kit. Part Number: 5RRD4	EA	393.53000	0.00	0.00
8		MILLER, DBI 2100076 Anchor,roof,stanchion Tip Over,4 1/2" Kit Roof Top Anchor for membrane and built-up roofs w/5.5: bolt kit. Part Number: 5RRD9	EA	308.82000	0.00	0.00
9		MILLER, DBI 2100076 Anchor,roof,stanchion Tip Over, Roof Top Anchor for metal, concrete & wood roofs. Part Number: 5RRD8	EA	273.95000	0.00	0.00
10		PROTECTA, 1191205 Harness, S, Pass Thru, Side D-Rings. Part Number: 3YNK4	EA	65.69000	0.00	0.00
11		PROTECTA, 1191209 Harness, M/L, Pass Thru, Side D-Rings. Part Number: 3YNK5	EA	65.82000	0.00	0.00
12		PROTECTA, 1191210 Harness, XL, Pass Thru, Side D-Rings. Part Number: 3YNK6	EA	65.82000	0.00	0.00
13		MILLER, by Honeywell P950/XXLGN Harness, 2XL. Part Number: 3PRW8	EA	87.42000	0.00	0.00
14		MSA, 10063441 trauma strap. Part Number: 3NGG6	EA	7.03000	0.00	0.00

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15		MILLER, 928LS/18INYL Soft-Stop 18" shock absorber. Part Number: 3RCD7	EA	39.69000	0.00	0.00
16		ERGODYNE, GB5130 Fall Protection Gear Carry Bag, Black. Part Number: 2MXE2	EA	11.66000	0.00	0.00
17		DBI SALA, 1231016 Adjustable Positioning 6' Lanyard. Part Number: 2UJT9	EA	55.74000	0.00	0.00
18		MILLER, 8798B/6FTGN two-legged Back-Biter lanyard, 6' w/shock absorber. Part Number: 4YF78	EA	132.18000	0.00	0.00
19		PROTECTA, Lanyard, 2 Leg, Shock-Absorbing Lanyard w/ rebar snap hooks. Part Number: 6ZLN6	EA	72.38000	0.00	0.00
20		PROTECTA, AD111A Self-Retracting Lifeline, Poly Web, 11' Rebel. Part Number: 2UZZ8	EA	118.45000	0.00	0.00
21		MILLER, MP16P/16FT Self-Retracting Lifeline, Poly Web, 16' Falcon. Part Number: 2KTZ9	EA	290.52000	0.00	0.00
22		PROTECTA, AD120AR Self-Retracting Lifeline, Poly Web, 20' Rebel. Part Number: 3TNH6	EA	230.86000	0.00	0.00
23		MILLER, MP30G-Z7/30FT Self-Retracting Lifeline 30 ft. Falcon. Part Number: 5PB20	EA	566.47000	0.00	0.00
24		DISCONTINUED. DBI SALA, 2000112 Carabiner, 4" w/3600 lb. gate. Part Number: 2UZG8	EA	32.43000	0.00	0.00
25		MILLER, 3' cross-arm, pass-through Polyester anchor strap. Part Number: 3RCC9	EA	35.10000	0.00	0.00
26		MILLER, 6' cross-arm, pass-through Polyester anchor strap. Part Number: 1AG81	EA	32.10000	0.00	0.00
27		DISCONTINUED. MILLER, 12' cross-arm, pass-through Polyester anchor strap. Part Number: 8183/12FTGN	EA	80.00000	0.00	0.00
28		DBI SALA, Lad-Saf cable system, Ladder Safety Device, with sleeve and brackets. Part Number: 6KWE5	EA	137.43000	0.00	0.00

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29		DISCONTINUED. KEE SAFETY, Klamp Model 81-7 Single Sided Clamp, 1 1/4" nominal. Part Numner: 81-7	EA	4.70000	0.00	0.00
30		DISCONTINUED. KEE SAFETY, Klamp Model 16-7 Clamp-On Tee, 1 1/4" nominal, OD 1.660". Part Number: 16-7	EA	30.39000	0.00	0.00
31		DISCONTINUED. KEE SAFETY, G125SCH40 Pipe, Schedule 40, 12", 1-1/4"ID. Part Number: Sourced upon demand.	EA	0.01000	0.00	0.00
32		DBI SALA, 7401031 Zorbit energy absorber. Part Number: 2UZT6	EA	745.96000	0.00	0.00
33		DAYTON, Cable Galvanized Aircraft 3/8". Part Number: 1DLA6 / 150ft	EA	45.94000	0.00	0.00
34		RONSTAN, Wire Rope Thimble 3/8" Galv. Part Number: 4FRZ2 / 3-clip kit	EA	21.79000	0.00	0.00
35		CROSBY CM, `Fist Grip' Wire Rope Clip 3/8" Galv. Part Number: 36T505	EA	11.68000	0.00	0.00
36		DBI SALA, 2104700 Glyder 2 sliding beam anchor, 3 1/2 to 14 inch flange. Part Number: 2UZF3	EA	150.04000	0.00	0.00
37		DBI SALA, 2101630 D Ring Anchorage Plate, 2 hole weldable. Part Number: 2UZE5	EA	24.06000	0.00	0.00
38		DBI SALA, AJ720A Anchor Plate, 4 bolt holes w/D-ring. Part Number: 3ZL94	EA	21.52000	0.00	0.00
39		DISCONTINUED. Cable Galvanized Aircraft 7.19 1/4. Part Number: Sourced upon demand.	EA	0.01000	0.00	0.00
40		GRAINGER, CAMP 1/4 x 6 JAW & JAW TURNBUCKLE Forged Carbon Steel Galvanized. Part Number: 6NDF6	EA	25.09000	0.00	0.00
41		RONTAN, Wire Rope Thimble 1/4" Galv. Part Number: 4FRY9 / 2-clip kit	EA	8.62000	0.00	0.00
42		DAYTON, Crosby `Fist Grip' Wire Rope Clip 1/4": Galv. Part Number: 2VKJ2	EA	0.55000	0.00	0.00
43		DISCONTINUED. DBI-SALA, ROOF ANCHOR, 2103675, 26-2/5 TO 38-2/5	EA	465.98000	0.00	0.00

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44		DISCONTINUED. KEE SAFETY, SINGLE SIDED CLIP, 1 /4 INCH KEE KLAMP, 81-7	EA	4.16000	0.00	0.00
45		DISCONTINUED. KEE SAFETY, KEE KLAMP 1 1/4 CLAMP ON TEE, 16-7	EA	26.88000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR FALL PROTECTION EQUIPMENT ISSUED FEBRUARY 25, 2013 AND VENDOR'S RESPONSE DATED MARCH 6, 2013.

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.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 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 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.

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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

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 THE RFP AND 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.

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.

GRAINGER SALES POC INFORMATION:
MICHAEL HENNESSEY
802-881-3246

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AMENDMENT#1 (FEBRUARY 2014). THIS CHANGE EXERCISES THE FIRST OF THE THREE ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 03/31/2015, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT#2 (MARCH 2015). THIS CHANGE EXERCISES THE SECOND OF THE THREE ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 03/31/2016, AT THE SAME PRICING, TERMS, AND CONDITIONS. LINE ITEMS 24, 27, 29, 30, 31, 39, 43, 44 AND 45 ARE NO LONGER SUPPORTED AND ARE DISCONTINUED.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED MARCH 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT#3 (FEBRUARY 2016). THIS CHANGE EXERCISES THE THIRD (LAST) ONE-YEAR OPTION TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 03/31/2017, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@vermont.gov

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____