

# State of Vermont

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

# CONTRACT



**Vendor ID 0000016603**  
**Industrial Protection Products Inc**  
**PO Box 685**  
**Wilmington MA 01887**  
**USA**

<b>Contract ID</b> 00000000000000000024377	<b>Page</b> 1 of 6
<b>Contract Dates</b> 05/02/2013 to 05/01/2017	<b>Origin</b> CPS
<b>Description:</b> CPS-SAFETY SHOES & SHOEMOBIL	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose,Deborah L	<b>Buyer Phone</b> 828-4635
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		8" SPORT UTILITY WATERPROOF INSULATED BOOT - MEN'S  NON-METALLIC SAFETY TOE, NON-METALLIC SHANK; WATERPROOF MEMBRANE; THINSULATE 800GM ULTRA INSULATION ; REMOVABLE AG7 POLYURETHANE FOOTBED, CUSHIONED INSOLE; FULLY LINED; 4X4 EH RATED RUBBER OUTSOLE; COLOR : BROWN, LEATHER UPPERS, MEN'S SIZES D 8-12, 13, 14 2E 8-12, 13, 14, CAROLINA CA4515, ANSI/ASTM SYMBOLS: ST, EH, WP, NM, INS	PR	120.00000	0.00	0.00
2		8" SPORT UTILITY WATERPROOF INSULATED BOOT - WOMEN'S  ALLOY SAFETY TOE; WATERPROOF MEMBRANE; EFFICIENT ZONED INSULATION FOR WARMTH WITHOUT BULK - 200G/400G, PREMIUM WATERPROOF LEATHER, GOODYEAR WELT CAST-POND CONSTRUCTION, POLYURETHANE, METAL HARDWARE, MIDSOLE; POLYURETHANE FOOTED; FIBERGLASS SHANK. WOMEN'S SIZES: 5.5 ; 10, 11 MEDIUM AND WIDE. TIMBERLAND #88116	PR	110.00000	0.00	0.00
3		LOGGER BOOT - MEN'S  WATERPROOF, COMPOSITE NON-METALLIC SAFETY TOE, WATERPROOF MEMBRANE; COLOR: BROWN, LEATHER; WELTED CONSTRUCTION; RATED RUBBER LOGGER OUTSOLE, MEN'S SIZES: E&EEE 7-14 FLORSHEIM, #FE860	PR	105.00000	0.00	0.00
4		LOGGER BOOT - WOMEN'S  STEEL SAFETY TOE, FULL GRAIN BLACK LEATHER UPPERS; 100% WATERPROOF MEMBRANE; EH RATED RUBBER LOGGER OUTSOLE, TAIBRELLE LININGS, WOMEN'S SIZES: MEDIUM 6-10, 11 WIDE 6-10, 11 CAROLINA #CA1420, ANSI/ASTM SYMBOLS; ST EH WP	PR	100.00000	0.00	0.00
5		HIKER - MEN'S  COMPOSITE NON-METALLIC SAFETY TOE; WATERPROOF MEMBRANE; WATERPROOF LEATHER UPPERS; REMOVABLE DUAL DENSITY INSOLE EH RATED RUBBER OUTSOLE, MEN'S SIZES: MEDIUM AND WIDE 7-12, 13, 14; AVENGER #7244 ANSI/ASTM SYMBOLS: ST EH WP NM	PR	85.00000	0.00	0.00
6		HIKER - WOMEN'S  COMPOSITE NONMETALLIC SAFETY TOE; WATERPROOF SCUBA MEMBRANE; DARK BROWN LEATHER/LIGHT BROWN MESH UPPERS; EH RATED RUBBER OUTSOLE; REMOVABLE AG7 POLYURETHANE FOOTBED, WOMEN'S SIZES: MEDIUM AND WIDE 6-10, 11 CAROLINA #4513 ANSI/ASTM SYMBOLS: ST EH WP NM	PR	80.00000	0.00	0.00
7		SPORT HIKER HITOP - MEN'S  SAFETY TOE; BROWN AND BLACK; SUEDE AND NYLON UPPERS; BUMPER TOE AND HEEL GUARD; SLIP RESISTANT EH RATED POLYURETHANE OUTSOLE, MEN'S SIZES: MEDIUM 7-12, 13, 14 AVENGER (nAUTILUS #7220, ANSI/ASTM SYMBOLS ST EH SR	PR	39.00000	0.00	0.00
8		8" WATERPROOF WORK BOOT - WOMEN'S  SAFETY TOE; STEEL SHANK; 200 GRAMS OF THINSULATE INSULATION; SEAM SEALED WATERPROOF WHEAT NUBUCK LEATHER; RUBBER LUG OUTSOLE, MEN'S SIZE D 8-12, 13, 14 EE 8-12, 13, 14 CAROLINA #7545 ANSI/ASTM SYMBOLS: ST EH WP INS	PR	100.00000	0.00	0.00
9		6" WATERPROOF WORK SHOE - MEN'S  SAFETY TOE; STEEL; WATERPROOF MEMBRANE; BROWN; FULL GRAIN LEATHER UPPERS; REMOVABLE DUAL DENSITY INSOLE,, WATERPROOF MEMBRANE, ELECTRICAL HAZARD (EH) RATED POLYURETHANE OUTSOLE, MEN'S SIZES: 3-12, 13, 14 AVENGER #7225	PR	80.00000	0.00	0.00

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<b>Contract ID</b> 000000000000000000024377	<b>Page</b> 2 of 6
<b>Contract Dates</b> 05/02/2013 to 05/01/2017	<b>Origin</b> CPS
<b>Description:</b> CPS-SAFETY SHOES & SHOEMOBIL	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose,Deborah L	<b>Buyer Phone</b> 828-4635
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
10		6" WATERPROOF WORK SHOE - WOMEN'S	PR	90.00000	0.00	0.00
		COMPOSITE NON-METALLIC SAFETY TOE; BROWN OILED NUBUCK LEATHER UPPERS; MESH LININGS FOR BREATHABILITY; REMOVABLE EVA FOOTBEAD; NON-METALLIC SHANK; COMPOSITE TOE; EH RATED RUBBER OUTSOLE, WOMEN'S SIZES: MEDIUM AND WIDE 6-10, 11, CAROLINA #LT253, ANSI/ASTM SYMBOLS: ST EH NM				
11		11" WATERPROOF WELLINGTON	PR	110.00000	0.00	0.00
		OBLIQUE NON-METALLIC SAFETY TOE; 100% WATERPROOF MEMBRANE; COPPER CRAZY HORSE LEATHER UPPERS; REMOVABLE AG7 POLYURETHANE FOOTBEAD; SLIP RESISTING EH RATED RUBBER OUTSOLE, MEN'S SIZES D 8-12, 13, 14 EE 8-12, 13, 14, CAROLINA #CA2520, ANSI/ASTM SYMBOLS: ST EH WP NM SR BT				
12		6" WORK SHOE - WOMEN'S	PR	75.00000	0.00	0.00
		MOISTURE WICKING LININGS; BLACK FULL GRAIN PEBBLED LEATHER UPPER; SLIP RESTANT EH RATED POLYURETHANE OUTSOLE; DUAL DENSITY INSOLE; EXTRA WIDE STEEL TOE FOR COMFORT, MEN'S MEDIUM 7-12, 13, 14 WIDE 7-12, 13, 14, AVENGER (NAUTILUS) #7212, ANSI/ASTM SYMBOLS ST EH SR				
13		6" WORK SHOE - WOMEN'S	PR	60.00000	0.00	0.00
		SAFETY TOE; COLOR: CHARCOAL/BLUE; FULLY LINED FOR BREATHABILITY; LIGHTWEIGHT ALLOY TOE; SUEDE AND MESH UPPER; REMOVABLE FULL CUSHION FOOTBED; EH RATED SLIP RESISTANT RUBBER OUTSOLES; WOMEN'S SIZES; MEDIUM 5-10, 11, SKECHERS #76516CCBL, ANSI/ASTM SYMBOLS ST EH SR				
14		16" PVC KNEE BOOT - MEN'S & WOMEN'S	PR	25.00000	0.00	0.00
		EXTRA WIDE STEEL TOE CAP PROVIDES EXTRA TOE ROOM; MOLDED SHANK FOR ARCH SUPPORT; REMOVABLE CUSHIONED INSOLE; PVC LUG OUTSOLE WITH SEAMLESS INJECTED CONSTRUCTION FOR LIQUID PROOF PROTECTION, SIZE 6-13, ON GUARD #86102				
15		PAC BOOTS MEN&S & WOMEN'S	PR	75.00000	0.00	0.00
		WILL KEEP FEET WARM TO -40 DEGREES F; OIL AND ACID RESISTANT LEATHER UPPERS; LACES AND STITCHING THROUGHOUT THE BOOT ARE OIL AND ACID RESISTANT; HIGH-GRIP RUBBER LUG SOLE; ASTM APPROVED SAFETY TOE; ELECTRICAL HAZARD RESISTANT, REMOVABLE LINER, TRAPS HEAD AND WICKS AWAY MOISTURE FROM FEET; SIZES: 6-14, ON GUARD #89397				
16		DISCOUNT OFF LIST PRICE ON ALL INDUSTRIAL PROTECTION PRODUCTS 10% - 25% - SEE ATTACHED LIST	PR	0.01000	0.00	0.00

IF YOU ARE VIEWING THIS CONTRACT IN VISION CLICK ON "VIEW" BUTTON BELOW TO SEE ASSOCIATED DOCUMENTS

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR SAFETY SHOES & SHOEMOBILE ISSUED APRIL 11, 2013 AND VENDOR'S RESPONSE DATED APRIL 22, 2013.

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.

SCOPE: TO PROVIDE ANSCI APPROVED SAFETY FOOTWEAR AND SHOE MOBILE SERVICE THROUGHOUT THE STATE OF VERONT AT PRE-SCHEDULED LOCATIONS.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR MONTHS (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

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<b>Description:</b> CPS-SAFETY SHOES & SHOEMOBIL	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose,Deborah L	<b>Buyer Phone</b> 828-4635
	<b>Contract Status</b> Approved

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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 PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

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.

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.

ANSI APPROVED FOOTWEAR: ALL SAFETY FOOT WEAR OFFERED UNDER THIS AGREEMENT MUST MEET OR EXCEED ASTM F2413-11 CLASS 75 STANDARD SAFETY TOE FOOTWEAR (5.1 & 5.2). FOOTWEAR WILL BE REQUIRED FOR ROAD AND CONSTRUCTION WORKERS, BRIDGE WORKERS, SURVEY CREWS, MACHINE SHOP PERSONNEL, LABORATORY TECHNICIANS AND OTHERS. CONTRACTOR SHALL PROVIDE A WIDE SELECTION OF MEN AND WOMEN'S STYLES AND MUST CARRY SUBSTANTIAL INVENTORY OF APPROVED FOOTWEAR ON EACH MOBILE.

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<b>Buyer Name</b> LaRose,Deborah L	<b>Buyer Phone</b> 828-4635
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PRODUCT INVENTORY: CONTRACTOR SHALL MAINTAIN A SUBSTANTIAL INVENTORY OF BRANDS AND STYLE BEING OFFERED. NO "CLOSE-OUTS", DISCOUNTED ITEMS, OR IRREGULARS WILL BE ALLOWED FOR ANY ITEM.

WATERPROOF STYLES: WATERPROOF SHALL MEAN THE FOOTWEAR HAS A GORTEX, OR OTHER WATERPROOF MEMBRANE, BETWEEN THE OUTSIDE BOOT MATERIAL AND ANY INSULATION AND/OR BREATHABLE LINER. TREATED LEATHER SHALL NOT BE CONSIDERED "WATERPROOF" UNDER THE SPECIFICATION OF THIS CONTRACT.

NON-METALLIC TOE CAP: STYLES, WHICH REQUIRE "NON-METALLIC" TOE CAPS, MUST MEET OR EXCEED ASTM F2413-11 CLASS 75 STANDARD FOR SAFETY TOE FOOTWEAR (5.1 & 5.2) SAFETY TOE REQUIREMENTS FOR IMPACT AND COMPRESSION MUST BE MADE OF FIBERGLASS OR OTHER MATERIAL WHICH IS RESISTANT TO THE TRANSMISSION OF HEAT OR COLD, AND TO ABRASION, CORROSION AND CHEMICAL DETERIORATION FOR THE FULL LIFE OF THE FOOT WEAR.

MOBILE SALES UNIT (SHOE MOBILES): CONTRACT SHALL PROVIDE A MOBILE UNIT (OR UNITS) FOR THE FITTING AND DELIVERY OF SAFETY FOOTWEAR AT VARIOUS POINTS WITHIN THE STATE OF VERMONT. MOBILE UNIT STAFF MUST BE FULLY TRAINED AND QUALIFIED IN THE FITTING AND SELECTION OF SAFETY FOOTWEAR. EACH MOBILE UNIT SHALL UTILIZE SELF-CONTAINED GENERATOR FOR HEAT, LIGHTS AND AIR CONDITIONING OR CAN BE PLUGGED INTO ELECTRICAL SYSTEM ON SITE.

PROMOTIONAL MATERIALS: CONTRACTOR SHALL MADE AVAILABLE INFORMATIONAL VIDEOS; BROCHURES OR OTHER MOTIVATIONAL MATERIALS INTENDED TO EDUCATE EMPLOYEES IN PREVENTION AND REDUCTION OF FOOT INJURIES. CONTRACTOR SHALL PROVIDE POSTERS FOR EACH SITE, WHICH SHOW FITTING SCHEDULES, TYPES AND STYLES OF CONTRACT FOOTWEAR AND ANY OTHER INFORMATION REQUESTED BY THE STATE.

LOCATIONS AND DATES OF SITE VISITS: CONTRACTOR SHALL BE REQUIRED TO PROVIDE SITE VISITS TO (10) LOCATIONS FOR STATE OF VERMONT AGENCY OF TRANSPORTATION (AOT, VTRANS) AND EIGHT (8) LOCATIONS FOR STATE OF VERMONT DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). CONTRACTOR SHALL PROVIDE HALF DAY FOLLOW UP VISITS TO ANY LOCATION WITHIN TWO WEEKS OF THAT LOCATION'S INITIAL SITE VISIT OR UPON REQUEST OF THE AGENCY OR DEPARTMENT, CATALOGS WILL ALSO BE REQUIRED FOR NEW EMPLOYEES HIRED. THE STATE OF VERMONT SHALL BE RESPONSIBLE FOR PROVIDING CONTRACTOR WITH ALL INFORMATION NECESSARY TO COORDINATE AND SCHEDULE DATE AND LOCATIONS FOR SITE VISITS.

FOLLOW UP SITE VISITS: CONTRACTOR SHALL PROVIDE HALF DAY FOLLOW UP VISITS TO ANY LOCATION WITHIN TWO WEEKS OF THAT LOCATION'S INITIAL SITE VISIT OR UPON REQUEST OF AGENCY OR DEPARTMENT. FOLLOW UP VISIT WILL BE FOR THE PURPOSE OF DEALING WITH ANY CUSTOMER SATISFACTION OR FITTING ISSUES AS WELL AS DELIVERY OF ITEMS NOT AVAILABLE AT TIME OF INITIAL VISIT.

FOOTWEAR ALLOWANCES: THE STATE OF VERMONT AOT AND BGS WILL PROVIDE AN ANNUAL ALLOWANCE OF \$110.00 FOR EACH ELIGIBLE EMPLOYEE.

EMPLOYEE PURCHASES OVER THE MAXIMUM ALLOWANCE: CONTRACTOR SHALL ACCEPT PERSONAL CHECKS, CASH, OR CREDIT CARDS FOR EMPLOYEES WHO MAKE A PURCHASE IN EXCESS OF MAXIMUM ALLOWANCES.

ORDERING PROCEDURE: AT TIME CONTRACTOR'S MOBILE VISIT, EMPLOYEE SHALL BE FITTED AND PROVIDED WITH APPROVED FOOTWEAR. EACH EMPLOYEE MUST PROVIDE NAME, IDENTIFICATION NUMBER AND NAME OF DIVISION OR AGENCY. IF APPROPRIATE SIZE AND STYLE IS NOT AVAILABLE AT TIME OF VISIT, CONTRACTOR IS REQUIRED TO MAKE DELIVERY OF ITEMS WITHIN THE 10 WORKING DAYS OF INITIAL ORDER. AT COMPLETION OF EACH SITE VISIT, A COPY OF ALL ORDERS COMPLETED, OR FOR DELIVERY, MUST BE GIVEN TO THE SITE FOREMAN OR OTHER PERSON AUTHORIZED BY AGENCY OR DEPARTMENT.

DELIVERY: CONTRACTOR TO DELIVER ALL OUT-OF-STOCK STYLES OR SIZES WITHIN 10 WORKING DAYS FROM DATE OF INITIAL ORDER. ALL DELIVERY ITEMS SHALL BE INDIVIDUALLY BOXED AND MUST INCLUDE EMPLOYEE NAME, DEPARTMENT OR AGENCY AND DATE OF ORDER.

RETURNS: CONTRACTOR SHALL ACCEPT RETURNS FOR ITEMS DUE TO IMPROPER FIT OR WARRANTY CLAIMS AT SCHEDULED SITE VISITS OR SHALL PROVIDE PREPAID RETURN MERCHANDISE AUTHORIZATION OR CALL TAGS, IF REQUIRED BY AGENCY OR DEPARTMENT.

INVOICING: INVOICING SHALL BE DONE ON A BASIS OF EACH ORDER COMPLETED. INVOICES SHALL CLEARLY INDICATE THE

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QUANTITY, DESCRIPTION, PACKAGING, CONTRACT PRICING AND DATE OF DELIVERY. EACH INVOICE MUST INCLUDE CONTRACT NUMBER, DESCRIPTION OF ITEMS, DISTRICT OR DEPARTMENT NUMBER AND EMPLOYEE'S NAME, DATE OF COMPLETED DELIVERY AND PRICING.

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.

WARRANTY: CONTRACTOR GUARANTEES ALL OF THEIR FOOTWEAR TO BE FREE OF MANUFACTURING DEFECTS FOR A PERIOD OF 180 DAYS FROM THE DATE OF PURCHASE. IF, UNDER NORMAL CONDITIONS, THE FOOTWEAR FAILS DURING THAT TIME, CONTRACT WILL REPLACE THE FOOTWEAR AT NO CHARGE.

CERTAIN PRODUCTS WILL CARRY A "COMFORT GUARANTEE" - THIS MEANT THAT THE WEARER CAN TEST THE SHOES FOR UP TO 30 DAYS UNDER ANY CONDITIONS AND MAY EXCHANGE THEM IF NOT COMPLETELY SATISFIED. THIS PERTAINS ONLY TO CERTAIN STYLES INCLUDING WOLVERINE, DURASHOCKS, ALL KEEN PRODUCTS, TIMBERLAND PRO TITAN SERIES AND SEVERAL OTHER STYLES.

RETURNS FOR EXCHANGE ON NEW AND UNWORN FOOTWEAR WILL BE ACCEPTED INDEFINITELY AS LONG AS CONTRACT STILL STOCKS THE ORIGINALLY PURCHASED FOOTWEAR.

RETURNS FOR CREDIT ON NEW AND UNWORN FOOTWEAR WILL BE ACCEPTED UP TO 30 DAYS FROM DATE OF PURCHASE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635,  
FAX 802-828-2222, E-MAIL: deb.larose@state.vt.us

CHANGE #1 - MARCH 23, 2015 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT TO A ONE YEAR TERM TO MAY 1, 2016.

ATTACHMENT C: ATTACHMENT C: STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 03/01/2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VISIONS OF ATTACHMENT C.

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

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

CHANGE #2 - 03/30/2016 -THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO MAY 1, 2016 AT THE SAME PRICES.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED SEPTEMBER 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE OF THIS CONTRACT AMENDMENT

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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IS SIGNED CONTRACT IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**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: \_\_\_\_\_