

# State of Vermont

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

# CONTRACT



**Vendor ID 0000105475**  
**Sonepar Distribution NE Inc**  
**340 Avenue D Suite 10**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 00000000000000000000000027908		<b>Page</b> 1 of 8
<b>Contract Dates</b> 08/01/2014 to 07/31/2017		<b>Origin</b> CPS
<b>Description:</b> CPS-LAMPS AND BALLASTS		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 802-658-1625**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		14-watt 2-foot Linear T5, Standard Output, Color Temperature = 3500K, SYLVANIA, FP14/835/ECO, PART# 20908, 2', 14 WATTS, LUMENS 1350, CRI 85	EA	3.49000	0.00	0.00
2		24-watt 2-foot Linear T5, High Output, Color Temperature = 3500K, SYLVANIA, FP24/835/HO/ECO, PART# 20929, 2', 24 WATTS, LUMENS 2000, CRI 85	EA	3.49000	0.00	0.00
3		28-watt, 4-foot Linear T5, Standard Output, Color Temperature = 3500K, SYLVANIA, FP28/835/ECO, PART# 20901, 4', 28 WATTS, LUMENS 2900, CRI 85	EA	4.49000	0.00	0.00
4		54-watt 4-foot Linear T5, High Output (T5HO), Color Temperature = 3500K, SYLVANIA, FP54/835/HO/ECO, PART# 20904, 4', 54 WATTS, LUMENS 5000, CRI 85	EA	3.49000	0.00	0.00
5		32-watt 4-foot Linear T8, High Performance, Color Temperature = 4100K, SYLVANIA, FO32/841/XPS/ECO3, PART# 21681, 4', 32 WATTS, LUMENS 3100, CRI 85	EA	2.35000	0.00	0.00
6		28-watt 4-foot Linear T8, High Performance, Color Temperature = 3500K, SYLVANIA, FO28/835/XPPLUS/SS/ECO3, PART# 22483, 4', 28 WATTS, LUMENS 2675, CRI 85	EA	2.35000	0.00	0.00
7		25-watt 3-foot Linear T8, Color Temperature = 4100K, SYLVANIA, FO25/841/ECO, PART# 22140, 3', 25 WATTS, LUMENS 2150, CRI 82	EA	2.15000	0.00	0.00
8		31-watt U-bent T8 With 1-5/8" Spacing, Color Temperature = 4100K, SYLVANIA, FBO31/841, PART# 21879, 22.5", 31 WATTS, LUMENS 2725, CRI 82	EA	6.95000	0.00	0.00
9		CFL, Bare Spiral, Screw Base, SYLVANIA, CF13EL/SUPER/827/RP, PART# 29710, 4.3", 13 WATTS, LUMENS 875, CRI 82	EA	2.05000	0.00	0.00
10		CFL, Bare Spiral, Screw Base, SYLVANIA, CF40EL/TWIST/827/RP, PART# 29786, 6.38", 40 WATTS, LUMENS 2600, CRI 82	EA	7.49000	0.00	0.00
11		CFL, PAR38, Screw Base, SYLVANIA, CF23EL/PAR38/827/RP, PART# 28956, 6.25", 23 WATTS, LUMENS 1250, CRI 82	EA	6.95000	0.00	0.00

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12		13-watt 4-pin CFL, Double Biax, Color Temperature = 4100K, SYLVANIA, CF13DD/E/841/ECO, PART# 20667, 5.2", 13 WATTS, LUMENS 900, CRI 82	EA	2.35000	0.00	0.00
13		18-watt 4-pin CFL, Double Biax, Color Temperature = 4100K, SYLVANIA, CF18DD/E/841/ECO, PART# 20668, 5.8", 18 WATTS, LUMENS 1150, CRI 82	EA	2.65000	0.00	0.00
14		39-watt 4-pin CFL, Biax, Color Temperature = 3500K, SYLVANIA, FT36DL/835/ECO, PART# 20582, 16.6", 36 WATTS, LUMENS 2901, CRI 82	EA	6.29000	0.00	0.00
15		100-watt High-Pressure Sodium (HPS) Lamp, Mogul Base, Cycling, SYLVANIA, LU100/ECO, PART# 67514, 7.75", 100 WATTS, LUMENS 9500, CRI 22	EA	9.25000	0.00	0.00
16		150-watt High-Pressure Sodium (HPS) Lamp, Mogul Base, Cycling, SYLVANIA, LU150/55/ECO, PART# 67516, 7.75", 150 WATTS, LUMENS 16000, CRI 22	EA	9.25000	0.00	0.00
17		200-watt High-Pressure Sodium (HPS) Lamp, Mogul Base, Cycling, SYLVANIA, LU200/ECO, PART# 67576, 9.75", 200 WATTS, LUMENS 22000, CRI 22	EA	10.49000	0.00	0.00
18		400-watt High-Pressure Sodium (HPS) Lamp, Mogul Base, Cycling, SYLVANIA, LU400/ECO, PART# 67533, 9.75", 400 WATTS, LUMENS 50000, CRI 22	EA	9.25000	0.00	0.00
19		100-watt High-Pressure Sodium (HPS) Lamp, Mogul Base, Non-cycling, SYLVANIA, LU100/PLUS/ECO, PART# 67559, 7.75", 100 WATTS, LUMENS 10000, CRI 22	EA	12.35000	0.00	0.00
20		150-watt High-Pressure Sodium (HPS) Lamp, Mogul Base, Non-cycling, SYLVANIA, LU150/55/PLUS/ECO, PART# 67494, 7.75", 150 WATTS, LUMENS 16000, CRI 22	EA	12.35000	0.00	0.00
21		200-watt High-Pressure Sodium (HPS) Lamp, Mogul Base, Non-cycling, SYLVANIA, LU200/PLUS/ECO, PART# 67495, 9.75", 200 WATTS, LUMENS 22000, CRI 22	EA	12.35000	0.00	0.00
22		400-watt High-Pressure Sodium (HPS) Lamp, Mogul Base, Non-cycling, SYLVANIA, LU400/PLUS/ECO, PART# 67312, 9.75", 400 WATTS, LUMENS 50000, CRI 22	EA	13.25000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
23		50-watt Pulse Start Metal Halide Lamp, Clear, Protected (For Open or Enclosed Fixtures), Medium Screw Base, SYLVANIA, MP50/U/MED, PART# 64587, 5.43", 50 WATTS, LUMENS 3450, CRI 70	EA	13.95000	0.00	0.00
24		175-watt Pulse Start Metal Halide Lamp, Clear, (For Enclosed Fixtures Only), Mogul Base, SYLVANIA, M175/PS/U, PART# 64319, 8.31", 175 WATTS, LUMENS 14400V, CRI 65	EA	16.25000	0.00	0.00
25		39-watt Ceramic Metal Halide Lamp, Clear, Bi-pin G12 Base and T4.5 bulb, SYLVANIA, MC39T6/U/G12/830 PB, PART# 64363, 3.94", 39 WATTS, LUMENMS 3400, CRI 82	EA	25.50000	0.00	0.00
26		Electronic Fluorescent Instant Start Ballast for Two 4-foot T8 Lamps, Low Ballast Factor, SYLVANIA, QHE 2X32T8/UNV ISL-SC, PART# 49863, BALLAST 0.78, INPUT VOLTAGE 120-277, STARTING METHOD IS	EA	9.25000	0.00	0.00
27		Electronic Fluorescent Instant Start Ballast for Three 4-foot T8 Lamps, Low Ballast Factor, SYLVANIA, QHE 3X32T8/UNV ISL-SC, PART# 49865, BALLAST 0.78, INPUT VOLTAGE 120-277, STARTING METHOD IS	EA	10.25000	0.00	0.00
28		Electronic Fluorescent Instant Start Ballast for Four 4-foot T8 Lamps, Low Ballast Factor, SYLVANIA, QHE 4X32T8/UNV ISL-SC, PART# 49867, BALLAST 0.78, INPUT VOLTAGE 120-277, STARTING METHOD IS	EA	11.50000	0.00	0.00
29		Electronic Fluorescent Program Start Ballast for Two 4-foot 54-watt Lamps, Normal Ballast Factor, SYLVANIA, QHE 2X54T5HO/UNV PSN-HT, PART# 51475, BALLAST 1, INPUT VOLTAGE 120-277, STARTING METHOD PS	EA	18.75000	0.00	0.00
30		Electronic Fluorescent Program Start Ballast for Two 14- to 28-watt T5 Lamps, Normal Ballast Factor, SYLVANIA, QHE 2X28T5/UNV PSN, PART# 51472, BALLAST 1, INPUT VOLTAGE 120-277, STARTING METHOD PS	EA	18.75000	0.00	0.00
31		Electronic Low-frequency HID Ballast for One 150-watt Ceramic and/or Pulse Start Metal Halide Lamp, Low Ballast Factor, ADVANCE, IMH150HLFM, BALLAST 1, INPUT VOLTAGE 120-277	EA	195.00000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
32		Magnetic Pulse-Start Core and Coil Ballast Kit for One 150-watt High-Pressure Sodium Lamp, Normal Ballast Factor, SYLVANIA, LU150/MULTI-KIT, PART# 47335, BALLAST NORMAL, INPUT VOLTAGE 120-277, PULSE-START	EA	38.50000	0.00	0.00
33		Category Discounts - Fluorescent Lamps: Discount (%) off of Manufacturers Current Published Lowest Column per Category= 45%	EA	0.01000	0.00	0.00
34		Category Discounts - Screw Based Compact Fluorescent Lamps: Discount (%) off of Manufacturers Current Published Lowest Column per Category= 45%	EA	0.01000	0.00	0.00
35		Category Discounts - 4-Pin Compact Fluorescent Lamps: Discount (%) off of Manufacturers Current Published Lowest Column per Category= 45%	EA	0.01000	0.00	0.00
36		Category Discounts - HID Lamps: Discount (%) off of Manufacturers Current Published Lowest Column per Category= 45%	EA	0.01000	0.00	0.00
37		Category Discounts - Fluorescent Electronic Ballasts: Discount (%) off of Manufacturers Current Published Lowest Column per Category= 45%	EA	0.01000	0.00	0.00
38		Category Discounts - HID Ballasts: Discount (%) off of Manufacturers Current Published Lowest Column per Category= 45%	EA	0.01000	0.00	0.00
39		Recycling Services	EA	0.01000	0.00	0.00
		Linear Fluorescent Lamp Recycling Service (PER LINEAR FOOT) - \$0.07 U-Bent or Circular Fluorescent Lamp Recycling Service (EACH) - \$0.45/lb Screw-based/Self-ballasted Compact Fluorescent Lamp Recycling Service (EACH) - \$0.40 Pin-Based Compact Fluorescent Lamp Recycling Service (EACH) - \$0.40 HID Lamp Recycling Service (EACH) - \$0.95 Fluorescent Ballast Recycling Service (EACH) - \$0.27/lb (non-PCB) HID Ballast Recycling Service (EACH) - \$0.27/lb (non-PCB)				

## CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR 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.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

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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.

#### Adherence to Energy Efficiency Standards Established by Federal and State Laws.

All lamps and ballasts sold under this contract shall meet or exceed all applicable provisions of the National Energy Independence and Security Act of 2007. For more information about federal energy-efficiency standards, see <http://www.gpo.gov/fdsys/pkg/BILLS-110hr6enr/pdf/BILLS-110hr6enr.pdf>.

Additional energy efficiency requirements are established in the specifications below. They include a requirement that self-ballasted compact fluorescent lamps (CFLs) be on the current list of ENERGY STAR Certified Light Bulbs (see

<http://www.energystar.gov/productfinder/product/certified-light-bulbs/results>). Similarly, four-foot T8 lamps and corresponding ballasts must be on the Consortium for Energy Efficiency's list of "extra-efficient"

Commercial Lighting Qualifying Products, which can be found at

<http://library.cee1.org/content/commercial-lighting-qualifying-products-lists>.

For other types of fluorescent lamps, a minimum color rendering index (CRI) level is set because high-CRI lamps typically have a higher efficacy (measured as lumens per watt) as well as improved (rated life) compared to lower-CRI lamps of the same wattage.

Adherence to Vermont Act 36's Requirement that Manufacturer's Offer Lamp Collection and Recycling Program On May 19, 2011, the State of Vermont enacted Act 36 Relating to the Collection and Disposal of Mercury-Containing Lamps. Under §7152 of the Act, "manufacturers of mercury-containing lamps are prohibited from selling a mercury-containing lamp unless they are implementing an approved collection plan, pay a fee to the state, are listed on the Vermont Agency for Natural Resources (ANR) web site as covered by an approved plan, and meet several other requirements." This requirement became effective July 1, 2012. A list of approved manufacturers can be found at

<http://www.lamprecycle.org/state-local-laws/vermont/participating-manufacturers/>. Accordingly, vendor must offer only lamps and ballasts from manufacturers that are currently on the ANR list of approved manufacturers.

In addition, vendor must offer recycling services for lamps and ballasts in order to be considered for award under this contract.

#### Adherence to Mercury-Content Standards Established by Vermont State Laws

Act 36, §7159 establishes mercury content standards for all lamps sold in the State of Vermont. The law states, "Beginning January 1, 2013, a mercury-containing lamp sold in this state shall satisfy the mercury-content standard for lamps set by California." California's law has required that state to follow mercury content limits established by the European Union in its 2002 Restriction of Hazardous Substances (RoHS) Directive. For more information, see

[https://dtsc.ca.gov/HazardousWaste/UniversalWaste/RoHS\\_Lighting.cfm](https://dtsc.ca.gov/HazardousWaste/UniversalWaste/RoHS_Lighting.cfm). The mercury content limits establishing in these specifications are at least as stringent as those in the 2002 RoHS Directive and are based on a market assessment of available products offered by major US manufacturers by category.

#### Adherence to Other Standards References in These Specifications

Specifications and standards in effect on the opening of this contract shall form a part of this contract, where referenced. The State requires vendor to comply with all applicable and current environmental, health and safety, energy efficiency and other performance standards throughout the life of this contract that have been adopted by Federal and State governing bodies and that are referenced in these specifications. This includes, but is not limited to, all applicable standards adopted by the American National Standards Institute (ANSI), Illumination Engineering Society of North America (IES), Underwriters Laboratories (UL), National Fire Protection Association (NFPA), US Department of Energy (DOE), US Department of Transportation (DOT), US Environmental Protection Agency (EPA, including the ENERGY STAR Program), Consortium for Energy Efficiency (CEE) and National Electrical Manufacturers Association (NEMA). All performance specifications shall be measured in accordance with these standards.

3. Collaboration with Efficiency Vermont: Collaboration with Efficiency Vermont: Vendor shall participate in Efficiency Vermont's "SMARTLIGHT" program. Under the terms of the program, vendor agree to collect the following information for each Qualifying Equipment sale and submit to Efficiency Vermont monthly using the Efficiency Vermont supplied Excel spreadsheet:

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- 3.1. The date of each sale
- 3.2. The type of Qualifying Equipment sold
- 3.3. The quantity for each sale
- 3.4. The invoice number of each sale
- 3.5. The PO number or job name
- 3.6. The end user name, installation address, & phone number
- 3.7. The billing name & billing address (contractor or end user)
- 3.8. The customer type (residential or commercial)

VENDOR CONTACT INFORMATION FOR ORDERING AND RECYCLING:  
JOHN CORBIN, PHONE #802-658-1625, FAX #802-658-5962, EMAIL: JOHN.CORBIN@NEEDCO.COM

SCOPE: THE PROCUREMENT AND RECYCLING OF LAMPS AND BALLASTS

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWO YEARS WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

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 IN PARAGRAPH 3.13. 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

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

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: [http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

**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 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.

3. ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUEST 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 MEETING BETWEEN THE SOV AND THE CONTRACTOR.

AMENDMENT#1 (JULY 2016). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 07/31/2017, AT THE SAME PRICING, TERMS, AND CONDITIONS.

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.

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.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs):

CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL

# State of Vermont

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

# CONTRACT



**Vendor ID 0000105475**  
**Sonepar Distribution NE Inc**  
**340 Avenue D Suite 10**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000027908		<b>Page</b> 8 of 8
<b>Contract Dates</b> 08/01/2014 to 07/31/2017		<b>Origin</b> CPS
<b>Description:</b> CPS-LAMPS AND BALLASTS		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 802-658-1625**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

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](mailto:brian.berini@vermont.gov)

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