

## STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called “State”), and W.W. Grainger, Inc., with a principal place of business in Lake Forest, IL (hereinafter called “Contractor”). Contractor’s form of business organization is a corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of LED Lamps and Fixtures. Detailed requirements to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$100,000.00.
4. **Contract Term.** The period of contractor’s performance shall begin on December 15, 2023 and end on October 31, 2025 with an option to renew for two twelve-month terms upon mutual agreement of both parties.
5. **Available Products and Services.** All products, and accessories identified may be purchased under this contract, except for any restrictions or disallowed products and services set forth directly below in this section:
  - a. For purchases greater than \$5,000.00 competitive bidding to at least three awarded contractors is required. (Additional Purchasers are not subject to this requirement).
6. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
7. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
8. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.
9. **Attachments.** This contract consists of 8 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/07/2023)

10. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

By the Contractor:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Jennifer M.V. Fitch

Name: \_\_\_\_\_

Title: Commissioner - Buildings and  
General Services

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide:

1. LED lighting products in the categories and at the discount level shown in the following table:

		<b>Percent Off List Price</b>
<b>LED Bulbs</b>		
	LED Light Bulbs	22%
	Mogul Screw-Base Replacements for HID LED Lamps	22%
	LED Bollard Fixtures	22%
	LED Energy Star Downlights	22%
	LED Energy Star Fixtures	22%
	LED High-Bay Fixtures	22%
	LED Lighting for Agricultural Use	22%
	LED Low-Bay Fixtures	22%
	LED Outdoor Flood Light Fixtures	22%
	LED Outdoor Decorative & Post-Top Area Fixtures	22%
	LED Outdoor Pole-Mounted Area Fixtures	22%
	LED Outdoor Wall-Mounted Area Fixtures (including Wall Packs)	22%
	LED Parking Garage & Canopy Area Fixtures	22%
	LED Surface & Suspended Linear Fixtures	22%
	LED Troffer Fixtures	22%
<b>Sensors</b>		
	Ceiling & Wall Remote Mounted Daylight Sensors	22%
	Ceiling & Wall Remote Mounted Occupancy Sensors	22%
	Dual Daylight & Occupancy Sensors	22%
	Exterior Occupancy Sensors	22%
	Fixture Mounted Occupancy Sensors	22%
	Switch Mounted Occupancy Sensors	22%
	Switch & Fixture Mounted Daylight Sensors	22%
<b>LED Retrofit Kits</b>		
	LED Retrofit Kits	22%

**2. DETAILED REQUIREMENTS:**

- a. All LEDs furnished under this contract shall be either Design Lights Consortium listed or ENERGY STAR certified fixtures.
- b. In an effort to remain current with the industry and in procuring the most environmentally preferable products, it is asked that the contractor introduce new, improved LEDs for consideration for this contract.

- c. It is preferred that packaging for products supplied under this contract meet the following: reduced packaging, recycled paper products, soy-based inks, and chlorine-free paper stock.
  - d. No minimum dollar or item count is allowed on orders.
  - e. **Collaboration with Efficiency Vermont:** The State of Vermont and Efficiency Vermont have created a system where rebates are paid to the state for qualifying energy-efficient lighting equipment, based on quarterly sales data. Bidders must be able to track sales of all lighting equipment sold to the state, by district or agency, and provide the sales data to Efficiency Vermont on a quarterly basis in spreadsheet format. The quarterly sales information must include:
    - i. Distributor division
    - ii. Date of each sale
    - iii. Product model #
    - iv. Product description
    - v. Quantity of products for each sale
    - vi. Invoice number of each sale
    - vii. Rebate requested (US\$; optional)
    - viii. Installation customer name
    - ix. Installation address
    - x. Installation zip code
    - xi. Billing name & billing address (contractor or end user)
    - xii. Customer type (residential or commercial)
    - xiii. The exception to this requirement shall be LED products that are covered by Efficiency Vermont's SMARTLIGHT program. Products sold through this program will be reported to Efficiency Vermont through the established SMARTLIGHT reporting mechanisms.
    - xiv. For SMARTLIGHT eligible products, bidders shall quote the discounted price reflecting Efficiency Vermont's upstream incentives. Eligible items need to be identified as such on the Price Schedule and their pricing needs to reflect the associated SMARTLIGHT discounts.
    - xv. Vendors participating in the SMARTLIGHT program shall have a signed Memo of Understanding (MOU) with Efficiency Vermont. This MOU details the reporting requirements. Reporting requirements for the SMARTLIGHT program are as seen in the excerpt below.
3. **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
4. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of

all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
- b. Reports are due for each quarter as follows:

<b>Reporting Period</b>	<b>Report Due</b>
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
  - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
5. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become 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.
6. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
7. **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.
8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. **For the Contractor:**

Name: Erin Charbonneau  
Phone: (617) 680-5709  
Email: [erin.charbonneau@grainger.com](mailto:erin.charbonneau@grainger.com)

f. **For the State:**

Name: Kyle Emerson, State Purchasing Agent  
Address: 133 State Street, 5<sup>th</sup> Floor, Montpelier, VT 05633-8000  
Phone: (802) 249-7394  
Email: [kyle.emerson@vermont.gov](mailto:kyle.emerson@vermont.gov)

9. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

## ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. 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 and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to the requesting Agency.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 7, 2023**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**