

North Dakota State Procurement Office

Office of Management & Budget, Central Services Division

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Contract Information

Term Contract Name:	Facilities Maintenance, Repair & Operation (MRO) and Industrial Supplies – NASPO ValuePoint
Term Contract Number:	255-2

The cooperative solicitation carried out by the State of Oregon and NASPO ValuePoint resulted in multiple awards to vendors. The State of ND executed Participating Addendums (PA's) with vendors receiving the most category awards and those with the ability to provide adequate sales and service coverage throughout ND. A list of the categories awarded and the vendors the State of ND has executed PA's with is below:

Product Category	Vendor(s)
Fasteners	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.
Material Handling	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.
Plumbing	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.
Power Sources	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.; Supply Chimp
Outdoor Garden	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.
HVAC	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.
Hand Tools	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.; Supply Chimp
Power Tools (excluding automotive related tools and products)	Fastenal Company; Hilti, Inc.; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.; Supply Chimp
Electrical	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.
Paint	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.; Supply Chimp
Security	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.
Safety	Fastenal Company; MSC Industrial Supply Co. Inc.; Noble Supply and Logistics Company Inc.; W.W. Grainger, Inc.

CONTRACTOR INFO & WEBSITE ONLINE ORDERING CAPABILITY

You will need a username and password to log into the websites for each of the contractors to see Contract pricing. You may either contact the representatives or request access from their websites, both listed below. Each contractor's process varies slightly, but the contacts will assist you with any questions. Once you have been assigned a username and password, you may access the appropriate Contractor's website and sign in.

<p>Vendor Name: Fastenal Company Name: Zach Wise Phone: 507-313-7206 Email: zwise@fastenal.com</p> <p>Logins, pricing, account information, etc.: Phone: 833-790-9932 Email: govsales@fastenal.com Website: http://www.fastenal.com/naspo-value-point</p>	<p>Vendor Name: Hilti, Inc. Name: Steve Coble Phone: 918-872-3954 Email: Steve.Coble@Hilti.com</p> <p>Logins, pricing, account information, etc.: Phone: 800-950-6119 Email: goverment@hilti.com Website: http://www.hilti.com/</p>
<p>Vendor Name: MSC Industrial Supply Co., Inc. Name: Elizabeth Flores Phone: 714-768-0049 Email: florese@mscdirect.com</p> <p>Logins, pricing, account information, etc.: Phone: 800-645-7270 Email: naspo@mscdirect.com Website: www.mscdirect.com</p>	<p>Vendor Name: Noble Supply and Logistics Company, Inc. Name: Jason Hauan Phone: 916-295-0565 Email: jhauan@noble.com</p> <p>Logins, pricing, account information, etc.: Phone: Please see above. Email: Please see above. Website: www.noble.com</p>
<p>Vendor Name: Supply Chimp Name: Chris McPherson Phone: 775-313-2844 Email: chrism@supplychimp.com</p> <p>Logins, pricing, account information, etc.: Website: http://state.supplychimp.com/naspomro</p>	<p>Vendor Name: W.W. Grainger, Inc. Name: Thomas Gimena Phone: 312-257-0514 Email: Thomas.gimena@grainger.com</p> <p>Logins, pricing, account information, etc.: Website: https://www.grainger.com/content/state-of-north-dakota</p>

TERMS & CONDITIONS

Delivery. F.O.B. Destination, any North Dakota location:

- All freight and handling are to be included in the item price. CONTRACTOR will be responsible for any damages incurred during shipping. Title will pass to Ordering Agency upon delivery to the specified destination and after inspection. Once approved by the Ordering Agency, responsibility shall pass to the Ordering Agency except as to latent defects, fraud and CONTRACTOR's warranty obligations. CONTRACTOR will file any claims.
- All deliveries will be "Inside Deliveries" as designated by a representative of the Ordering Agency placing the order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Ordering Agency placing the Order.
- All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Agency's Purchase Order number.

Method of Order Placement- Purchase Order, Purchasing Card. Orders can be placed by issuance of a purchase order or a purchasing card. Contractor will accept a purchasing card without passing the processing fees back to the Purchasing Agency or Entity.

Payment Terms. Payment will normally be made within thirty days after delivery and acceptance of commodities under this contract and receipt of a correct invoice acceptable to the Purchasing Agency or Entity. Invoices are to be submitted

per order. All invoices and payment inquiries must be directed to the Ordering Agency.

Taxes. The State does not pay sales tax or federal excise tax. The state sales tax exemption number is E-2001. The federal tax-free transaction number is 45-70-0010K. The Ordering Agency will furnish a tax-exempt certificate upon request.

Order Limits per Purchase. Ordering from this contract is dependent upon the total amount of the purchase.

- Orders up to \$100,000. Purchasing agencies may place orders totaling up to \$100,000 under this contract. Ordering agencies may purchase from only the respective awarded contractor's categories.
- Orders over \$100,000. Orders totaling over \$100,000 are outside the scope of this contract. Ordering agencies must comply with competitive bidding requirements for purchases totaling over \$100,000.

Excluded Current State Contract Products, General Categories. MRO contract items will be limited to those products that are not included within existing state contracts.

The following products will be excluded in their entirety from the "percentage off product discounts":

- Contract-006-Lighting and Lamps
- Contract-045-Batteries, Vehicle
- Contract-061-Warning Lights
- Contract -094-Warewashing

Example: No lighting or lamp products may be purchased under this contract as Contract 006 covers those items.

The following state contracts will have certain products excluded from the "percentage off product discounts":

- Contract-007-Janitorial Supplies
- Contract-009-Janitorial and Food Service Disposable Products
- Contract-021- Garbage Bags
- Contract-011-Dry Cell Batteries
- Contract-232-Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)-Disposable Gloves

Example: Garbage bag (liner): Black, Liner, 38"x 58", Blk, 2 Mil LDP. 50/Pk., is not available within Contract -021 so they may be ordered through this contract.

Minimum Order. There is no minimum order amount under this Contract; however, some products may be limited by manufacturer packaging, therefore CONTRACTOR(s) may require case quantity be ordered. Check with the CONTRACTOR you are purchasing from with questions on packaging and case quantity.

Substitutions. Forced substitutions are not allowed. If an ordering item. If an order item is out of stock or discontinued, CONTRACTOR must notify the Ordering Agency contact for prior approval before substituting for the out of stock or discontinued item.

Returns. If product is shipped in error or damaged upon delivery, the CONTRACTOR will be responsible for prompt pick up and all return freight and related charges within ten (10) days of the return product request from an Ordering Agency. The Ordering Agency may choose to accept a new shipment or cancel the order for complete account credit, if product arrives in an unacceptable condition or is sent after lead time without notice of delayed shipment. Each CONTRACTOR is required to have return policy; however, they do differ. Check with the CONTRACTOR you are purchasing from with questions regarding returns.

Warranties. CONTRACTOR shall transfer to Authorized Purchaser all manufacturer warranties covering Goods or Products, if any at time of delivery at no charge.

MRO Products -Vending Services. CONTRACTOR may provide MRO product on-site, upon request from an Ordering Agency. The MRO vending Contract items stocked and delivered through this method will be agreed upon between the Contractor and the Ordering Agency. Ordering Agency and CONTRACTOR will complete the Participating Addendum (PA) before beginning on-site vending services (Attachment 2 – MRO Vending Services PA). An executed copy of the PA is to be provided to the contract administrator. In addition, some contractors may require an order form or other agreement be completed prior to beginning vendor services. Please have your legal review any CONTRACTOR-provided documents with additional terms and conditions prior to signing.

Cooperative Purchasing. This contract is a cooperative purchasing contract established pursuant to [N.D.C.C § 54-44.4-13](#). This contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under [N.D.C.C § 39-04.2](#), and the International Peace Garden (hereafter known as "Ordering Agencies"). Participation in this open-ended contract is not mandated; therefore, the estimated volume of this contract is

not known. CONTRACTOR may contact the Procurement Officer for assistance in determining whether an entity is eligible to purchase under this contract.

Pricing. Pricing shall be firm for the first year and may be changed with thirty (30) day notice after initial term. Products may be changed with thirty (30) day notice every six (6) months after initial term. The Participating States and Purchasing Entities reserve the right to update product specifications based on changes in regulations, in addition to third party certification criteria.