

State of Vermont

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

CONTRACT



Vendor ID 0000010334
Work Area Protection Corporation
2500 Production Drive
ST Charles IL 60174
United States

Contract ID 000000000000000000021718		Page 1 of 5
Contract Dates 04/01/2012 to 03/28/2017		Origin CPS
Description: CPS-CHANNELIZER DRUMS		Contract Maximum \$999,999.00
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #: 630 377-9100

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	8573	CHANNELIZER DRUMS: VARIOUS	EA	0.00001	0.00	0.00

Item numbers reflected below correlate to those assigned within the master contract award 22343 RA. Furnish and deliver as described below and in accordance with the terms and conditions of this solicitation the following:

Item 51 - Drum with NO BASE

- a. with 4" high intensity grade stripes \$28.22 B500LC4-4HiP
- b. with 4" super high intensity grade stripes \$42.46 B500LC4-4DG
- c. with 6" high intensity grade stripes \$34.12 B500LC4-6HiP
- d. with 6" super high intensity grade stripes \$50.74 B500LC4-6DG

Item #52 - Drum with 25 lb. molded rubber base

- a. with 4" high intensity grade stripes \$39.09 B400 4-4HiP RB25
- b. with 4" super high intensity grade stripes \$50.74 B400 4-4DG RB25
- c. with 6" high intensity grade stripes \$47.53 B400 4-6HiP RB25
- d. with 6" super high intensity grade stripes \$61.51 B400 4-6DG RB25

Item #53 - Drum with 40 lb. molded rubber base

- a. with 4" high intensity grade stripes \$46.03 B400 4-4HiP RB40
- b. with 4" super high intensity grade stripes \$57.04 B400 4-4DG RB40
- c. with 6" high intensity grade stripes \$52.29 B400 4-6HiP RB40
- d. with 6" super high intensity grade stripes \$67.83 B400 4-6DG RB40

Item #54 - Drum with plastic base

- a. with 4" high intensity grade stripes \$31.01 B400 4-4HiP PB
- b. with 4" super high intensity grade stripes \$46.18 B400 4-4DG PB
- c. with 6" high intensity grade stripes \$40.28 B400 4-6HiP PB
- d. with 6" super high intensity grade stripes \$55.30 B400 4-6DG PB

MINIMUM ORDER: Minimum order is 10 Drums. Contractor will accept orders for fewer, shipping costs prepaid and added.

2		TRAFFIC CONES, VARIOUS	EA	0.01000	0.00	0.00
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Item numbers reflected below correlate to those assigned within the master contract award 22343 RA / PC65733. Furnish and deliver as described below and in accordance with the terms and conditions of this solicitation the following:

Item #1 - Standard Traffic Cone, non-reflective orange; #3, 18" high and 11" to 12", square base. (MFGCODE: 18PVCS)

- a. 20-199 \$5.64
- b. 200-399 \$4.81
- c. 400-999 \$4.23
- d. 1000 + \$4.15

Item #2 - Same as Item 1, except with a 6" reflective sheeting band. (MFGCODE 18PVCS6CC).

- a. 20-199 \$6.66
- b. 200-399 \$5.83
- c. 400-999 \$5.44
- d. 1000 + \$5.36

Item #3 - Standard Traffic Cone, non-reflective orange; #7, 28" high, 11" to 4" square base and slim line style. (MFGCODE 28PVCTLS)

- a. 20-199 \$8.78
- b. 200-399 \$7.53
- c. 400-999 \$7.58
- d. 1000 + \$7.29

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Item #4 - Same as Item 3, except with 6" and 4" reflective sheeting bands. (MFGCODE 28PVCTLS6CC4CC)

- a. 20-199 \$10.88
- b. 200-399 \$10.53
- c. 400-999 \$10.40
- d. 1000 + \$9.56

Item #5 - Standard Traffic Cone, non-reflective orange; #10, 28" high, 14" to 15" square base, and slim line style. (MFGCODE 28PVCTLH)

- a. 20-199 \$10.98
- b. 200-399 \$10.00
- c. 400-999 \$9.69
- d. 1000 + \$8.86

Item #6 - Same as Item 5, except with 6" and 4" reflective sheeting bands. (MFGCODE 28PVCTLH6CC4CC)

- a. 20-199 \$12.67
- b. 200-399 \$11.69
- c. 400-999 \$11.38
- d. 1000 + \$11.29

Item #7 - Standard Traffic Cone, non-reflective orange; #10, 28" high, 15" to 16" square base, and wide body style. (MFGCODE 28PVCH)

- a. 20-199 \$10.57
- b. 200-399 \$10.01
- c. 400-999 \$9.88
- d. 1000 + \$9.62

Item #8 - Same as Item 7, except with 6" and 4" reflective sheeting bands. (MFGCODE 28PVCH6CC4CC)

- a. 20-199 \$13.78
- b. 200-399 \$12.10
- c. 400-999 \$12.05
- d. 1000 + \$12.02

Item #9 - Tall Traffic Cone, non-reflective orange; #10, 36" high and 15" to 16" square base. (MFGCODE 36PVCS)

- a. 20-199 \$11.48
- b. 200-399 \$10.86
- c. 400-999 \$10.06
- d. 1000 + \$9.80

Item #10 - Same as Item 9, except with 6" and 4" reflective sheeting bands. (MFGCODE 36PVCS6CC4CC)

- a. 20-199 \$13.31
- b. 200-399 \$12.74
- c. 400-999 \$11.89
- d. 1000 + \$11.68

Item #15 - Stenciled Markings: (Average: 8 Letters/Cone) (MFGCODE STENCIL)

- 1" Block Letters \$0.02 Stencil
- 2" Block Letters \$0.02 Stencil

CONTRACTOR NOTES:

1.) Regarding Item #15, no separate set-up charge is allowed.

MINIMUM ORDER:

Minimum order is 20 cones. Contractor will accept orders for less, freight prepaid and shipping costs added to invoice with freight bill attached and such orders will be FOB Destination.

Guaranteed Delivery: 30 days A. R. O.

CONTRACT TERMS AND ADDITIONAL INFORMATION

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CONTRACTOR POC INFORMATION:
BARB RAY
PHONE: 800-327-4417
EMAIL: BRAY@WORKAREAPROTECTION.COM

CONTRACT IS ISSUED IN CONJUNCTION WITH THE STATE OF NEW YORK AWARD # 22353 RA AND INFORMATION CONTAINED IN THE RFP AND NEW YORK CONTRACT# CMC0004 IS MADE A PART OF THIS CONTRACT.

DISCOUNTS FOR QUICK PAYMENT:
3% CASH DISCOUNT FOR PAYMENT WITHIN 15 DAYS OF DELIVERY AND/OR RECEIPT OF VOUCHER.
1% CASH DISCOUNT FOR PAYMENT WITHIN 30 DAYS OF DELIVERY AND/OR RECEIPT OF VOUCHER.

DELIVERY: FOB DESTINATION, ANY POINT IN VERMONT, TAILGATE DELIVERY

Delivery: 10-15 days A. R. O.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO YEAR TERM WITH OPTION FOR THREE ONE-YEAR EXTENSIONS (NYS AWARD ALLOWS UP TO FIVE YEARS EXTENSIONS)- NOTE: AWARD PRICES ARE FIRM THROUGH THE FIRST TWELVE (12) MONTH PERIOD AFTER THE CONTRACT AWARD. PRICES ARE SUBJECT TO AN INCREASE OR DECREASE SEMI-ANNUALLY, COMMENCING WITH THE FIRST BUSINESS DAY OF THE MONTH FOLLOWING THE ONE YEAR ANNIVERSARY OF THE ISSUANCE OF INITIAL CONTRACT AWARD AND EVERY SIX (6) MONTHS AFTERWARDS. NEW YORK WILL ISSUE A PURCHASING MEMORANDUM TO REFLECT CHANGE.

PRICE CHANGES AFTER INITIAL TWELVE MONTHS: will be based on the Producer Price Index (PPI) Series Id: PCU325211325211P for Plastics Material & Resins Manufacturing - Primary Products as most recently published by the U.S. Department of Labor, whether or not indicated as "preliminary and according to the formula in the New York contract..

The State will not effect any price adjustments, either increases or decreases, for percentage changes of two percent (2%), or less.

PRICE DECREASES ARE ALLOWED AT ANY TIME.

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.

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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

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.

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TAXES DUE TO THE STATE. CONTRACTOR FURTHER CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, THE 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.

AMENDMENT#1 (MARCH 2014). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 03/31/2015 WITH A 3.747% INCREASE IN PRICING. ALL OTHER TERMS AND CONDITIONS ARE THE SAME.

AMENDMENT #2 - APRIL 2015 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO (SECOND FROM LAST) THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO MARCH 31, 2016 WITH A 2% INCREASE IN PRODUCT COSTS. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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 (MARCH 2016). THIS CHANGE EXTENDS CONTRACT FOR 12-MONTHS AT THE SAME PRICING, TERMS AND CONDITIONS. THIS AMENDMENT ALSO ADDS LINE ITEM-2 FOR TRAFFIC CONES.

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@state.vt.us

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: _____