

State of Vermont

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

CONTRACT



Vendor ID 0000000445
Foley Distributing Corp
PO Box 99
Rutland VT 05702
USA

Contract ID 0000000000000000000024384		Page 1 of 5
Contract Dates 05/01/2013 to 05/01/2017		Origin CPS
Description: CPS - DISPOSABLE GLOVES		Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		GLOVES, LATEX	CS	88.90000	0.00	0.00
DOUBLE HIGH RISK BLUE, DOUBLE THINCKNESS, 50/BOX, 10 BOXES/CS, SIZE: SMALL - XLARGE MFR. AKER - SURESAFE INDICATE SIZE AT TIME OF ORDER SMALL - #G60XPF-S MEDIUM - #G60XPF-M LARGE - G60XPF-L XLARGE - G60XPF-X						
2		GLOVE, VINYL	CS	25.00000	0.00	0.00
FOOD GRADE, POWDER FREE, 100/BOX, 1000/CS. SIZE SMALL - XLARGE, MFR. ACKERS INDICATE SIZE AT TIME OF ORDER SMALL - V4000X-S MEDIUM - V4000X-M LARGE - V4000X-L XLARGE - V4000X-XL						
3		GLOVE, VINYL	CS	29.44000	0.00	0.00
MEDICAL EXAM GRADE, POWDER FREE, 100/BOX, 1000/CS., SIZE: SMALL - XLARGE, MFR AKERS INDICATE SIZE AT TIME OF ORDER SMALL - V420-S MEDIUM - V421 - M LARGE - V422-L XLARGE - V423-X						
4		GLOVE, NITRILE	CS	46.67000	0.00	0.00
NON STERILE, POWDER FREE, 100/BOX, 1000/CASE, SIZE SMALL - XLARGE, MFR. AKERS, INDICATE SIZE AT TIME OF ORDER SMALL - N10X-S MEDIUM - N10X-M LARGE - N10X-L XLARGE - N10X-XL						
5		GLOVE, NITRILE	CS	57.78000	0.00	0.00
9" LENGTH, DISPOSABLE, NON STERILE, DOUBLE HIGH RISK BLUE, CHEMICAL RESISTANT, POWDER FREE, 50/BOX, 500/CASE, SIZE SMALL - XLARGE, MFR. AKERS, INDICATE SIZE AT TIME OF ORDER SMALL - N80XPF-S MEDIUM - N80XPF-M LARGE - N80XPF-L XLARGE - N80XPF-XL						

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6		GLOVE, NITRILE	CS	88.90000	0.00	0.00

12" LENGTH, DISPOSABLE, NON STERILE, DOUBLE HIGH RISK BLUE, CHEMICAL RESISTANT, POWDER FREE, 100/BOX, 1000/CASE, SIZE SMALL - XLARGE, MFR. AKERS,

INDICATE SIZE AT TIME OF ORDER
SMALL - N90XPFLC-S
MEDIUM - N90XPFLC-M
LARGE - N90XPFLC-L
XLARGE - N90XPFLC-XL

7		GLOVE, CHLOROPRENE	CS	54.17000	0.00	0.00
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12" LENGTH, DISPOSABLE, NON STERILE, HIGH RISK EXAM MEDICAL GRADE GLOVE, LATEX FREE - SIMILAR PROPERTIES TO NITRILE, 50/BOX, 500/CASE, SIZE SMALL - XLARGE, MFR. AKERS,

INDICATE SIZE AT TIME OF ORDER
SMALL - C10XLC-S
MEDIUM - C10XLC-M
LARGE - C10XLC-L
XLARGE - C10XLC-XL

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR DISPOSABLE GLOVES 2013 ISSUED DECEMBER 20, 2012 AND VENDOR'S RESPONSE DATED JANUARY 9, 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 DISPOSABLE GLOVES THROUGHOUT THE STATE OF VERMONT ON AN AS NEEDED BASIS.

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.

AVAILABILITY: DELIVERY EXPECTED 14 DAYS FROM DATE OF ORDER. 30 DAY WRITTEN NOTICE TO ALL ORDERING STATE FACILITIES OF ANY FACTORY SHUT-DOWN OR HOLIDAYS.

CONTRACTOR SHALL MAINTAIN AN AVERAGE OF 98% STOCK AVAILABILITY. UPON RECEIPT OF ORDER, CONTRACTOR SHALL IMMEDIATELY NOTIFY ORDERING SITE OF OUT OF STOCK/NOT AVAILABLE PRODUCTS. (NOTE: OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATIONS MAY BE BASIS FOR CANCELLATION OF CONTRACT AND/OR CHARGING BACK FOR ADDITIONAL COST OBTAINING SUCH PRODUCT ELSEWHERE).

SUITABLE SUBSTITUTION SHALL BE MADE IN THE EVENT OF OUT OF STOCK/NOT AVAILABLE PRODUCT SITUATIONS AT THE SAME PRICE AS THE PRODUCT THAT IS ON CONTRACT. SUCH SITUATION SHALL BE THE SAME GRADE; QUALITY, ETC. SUBSTITUTIONS SHALL NOT BE MADE ON A CONTINUED BASIS. EXPLANATION OF REPEATED/CONTINUED SUBSTITUTION SHALL BE MADE TO THE OFFICE OF PURCHASING & CONTRACTING IN A TIMELY MANNER.

PERFORMANCE MEASUREMENTS:

PENALTY MAY BE IMPOSED ON CONTRACTOR THAT HAVE CONTINUAL LATE DELIVERIES. THESE PENALTIES MAY INCLUDE BUT NOT LIMITED TO CANCELLATION ORDERS, REQUEST FOR DISCOUNTED PRICING, NON-USE OF AN OFFENDING CONTRACTOR OR CANCELLATION OF CONTRACTOR'S CONTRACT. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL B 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET CONTRACTOR'S PROMISED DELIVERY DATE TO THE OFFICE OF PURCHASING & CONTRACTING. CONTRACTOR'S DELIVERY PERFORMANCE MAY BE REVIEWED IN PERIODIC CONTRACT REVIEWING BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

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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.

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

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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.

CONTRACTOR CONTACT INFORMATION:

DAVID HUGES
TELEPHONE: 802-233-0440
FAX: 802-773-7657
E-MAIL: DHUGHES@FOLEYDISTRIBUTING.COM

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 - 04/29/2015 -THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE 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 MARCH 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 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.

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, 2017 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 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.

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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: _____