

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 000000445
Foley Distributing Corp
PO Box 99
Rutland VT 05702
United States

Contract ID 0000000000000000000025443		Page 1 of 6
Contract Dates 10/02/2013 to 10/01/2017		Origin CPS
Description: CPS-LAUNDRY CHEMICALS & SERV		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		LAUNDRY BUILDER, 15 GAL/DRUM, MFR. SYNTHETIC LABS INC, FRONTIER ALK, FOLEY #PAT- Z-FA15	DRM	122.64000	0.00	0.00
2		LAUNDRY DETERGENT, 15 GAL/DRUM, MFR. SYNTHETIC LABS INC, FOLEY #PAT-Z-PBLU15	DRM	110.37000	0.00	0.00
3		SOUR/NEUTRALIZER, LAUNDRY, 15 GAL/DRUM, MFR. SYNTHETIC LABS INC, FRONTIER SOUR, FOLEY #PAT-Z-FS15	DRM	131.13000	0.00	0.00
4		SOFTENER, 15 GAL/DRUM, MFR. SYNTHETIC LABS INC, FRONTIER SOFT, FOLEY #PAT-FRTSFT15	DRM	121.69000	0.00	0.00
5		BLEACH, 15 GAL/DRUM, MFR. SYNTHETIC LABS INC, FRONTIER BLEACH, FOLEY #PAT-AS-B15	DRM	63.75000	0.00	0.00
6		POWDER (BULK), LAUNDRY DETERGENT, 50 LB/BOX, MASTER SUDS, FOLEY #PAT-MSUDS50	BOX	33.66000	0.00	0.00
7		PRE-MEASURED LAUNDRY DETERGENT, 250-1.2 OZ PKT/CS. POWDER, WHITE WINGS, FOLEY #ST-STO795-ST	CS	38.76000	0.00	0.00
8		HE LAUNDRY DETERGENT, LOW FOAM, FOR FRONT LOADING WASHER, POWER BLUE, 4/1 GAL/CS., 128 WASHES PER GAL, FOLEY #PAT-Z-PBL45	CS	31.87000	0.00	0.00
9		BLEACH, 4/1GAL/CS, FRONTIER BLEACH, FRONTIER BLEACH, FOLEY #PAT-WWHITE4	CS	25.27000	0.00	0.00
10		COLOR SAFE BLEACH LIQUID, 4/1/GAL./CS., FRONTIER OXYGEN BLEACH, 128 WASHES PER GAL, FOLEY #PAT-CBRITE4	CS	44.61000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR WAREWASHING & LAUNDRY COMPOUNDS & SERVICES ISSUED 08/20/2013 AND VENDOR'S RESPONSE DATED 09/04/2013.

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 LAUNDRY COMPOUNDS, DISPENSERS AND SERVICE FOR THE VERMONT VETERANS HOME. ADDITIONAL ITEMS MAY INCLUDE RESIDENTIAL LAUNDRY PRODUCTS FOR USE BY VARIOUS DEPARTMENT OF THE STATE OF VERMONT.

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.

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

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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. 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.

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 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.

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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.

LAUNDRY PRODUCT CRITERIA: NO PHOSPHATE OR PHOSPHONATES SHALL BE ALLOWED IN THE FORMATION OF LAUNDRY PRODUCTS SUBMITTED FOR THIS CONTRACT. VERMONT STATE TITLE 10§ 1381, STATES NO HOUSEHOLD CLEANSING PRODUCT MAY BE DISTRIBUTED, SOLD, OFFERED OR EXPOSED FOR SALE AT RETAIL, AFTER April 1, 1978 THAT CONTAIN ELEMENTAL PHOSPHOROUS IN CONCENTRATIONS IN EXCESS OF A TRACE QUANTITY.

LAUNDRY SOAP: THE STATE OF VERMONT OFFICE OF PURCHASING AND CONTRACTING IS SEEKING A CONTRACT FOR THE SUPPLY OF VARIOUS HIGH-END INDUSTRIAL LAUNDRY CHEMICALS WITH AUTOMATIC DISPENSING SYSTEMS, INCLUDING SERVICE AND MAINTENANCE. TECHNICAL SUPPORT AND EXPERTISE ARE REQUIRED WITH ONSITE VISITS ON A REGULAR BASIS (MONTHLY MINIMUM).

IN ADDITION, VARIOUS DEPARTMENT OF CORRECTIONS (DOC) FACILITIES, AND POSSIBLE OTHER LOCATIONS LOCATED THROUGHOUT THE STATE MAY REQUIRE VARIOUS HOUSEHOLD TYPE LAUNDRY PRODUCTS FOR USE IN HEAVY-DUTY RESIDENTIAL AND SMALL COMMERCIAL TYPE LAUNDRY EQUIPMENT.

ENVIRONMENTAL HEALTH AND SAFETY ISSUES: ESOH ARE A CONSIDERATION OF THIS AND ALL RFPS ISSUED BY THE STATE OF VERMONT, HEALTH, SAFETY AND ENVIRONMENTAL CONCERNS MAY INCLUDE BUT ARE NOT LIMITED TO PREFERABLE (LESS TOXIC) CHEMICALS, CHEMICAL USE AND STORAGE, WASTEWATER DISCHARGE, AIR QUALITY, ENERGY USE, WATER CONSUMPTION, AND MAINTENANCE OF EQUIPMENT. IT IS RECOGNIZED THAT THERE MAY BE SPECIFIC NEEDS ASSOCIATED WITH LAUNDRY FACILITIES AT THE VERMONT VETERANS' HOME.

CONTRACTOR SHALL PROVIDE A BINDER CONTAINING PRODUCT INFORMATION AND MSDS FOR ALL PRODUCTS USED FOR EACH LOCATION.

INSTALLATION OF ALL EQUIPMENT: CONTRACT MUST ENSURE A SMOOTH TRANSITION AT BOTH THE START AND END OF CONTRACT PERIOD.

PACKAGING: CONSIDERATION MAY INCLUDE EFFORTS FOR REDUCING PACKAGING, RECYCLED CONTENT AND RECYCLABLE CONTAINERS. IT IS DESIRABLE THAT THE CONTRACTOR PROVIDE SERVICE TO COLLECT AND RETURN PACKAGING AND CONTAINERS TO MANUFACTURER FOR USE OR RECYCLE. INDICATE BOTTLES, JUGS, PAILS, OTHER PACKAGING CONTAINS POST/PRE-CONSUMER RECYCLED CONTENT; THAT LABELS ARE PRINTED USING VEGETABLE-BASED INKS PR ARE PRINTED ON REMOVABLE SLEEVES; THAT CONTAINERS ARE MADE FROM PRE/POST-CONSUMER RECYCLED PRODUCT CARDBOARD. IT IS DESIRABLE THAT CONTRACT INCLUDE INFORMATION ON RECYCLED CONTENT, EFFORTS TO REDUCE PACKAGING, ETC.

LABELING: EACH CONTAINER MUST BE LABELED SUBSTANTIALLY SO THAT INFORMATION IS CLEAR AND REMAINS LEGIBLE. EACH LABEL MUST CONTAIN PRODUCT NAME AND NAME AND ADDRESS OF MANUFACTURER; GENERIC DEFINITION OF USE. INSTRUCTION ON USE APPROPRIATE PRECAUTIONS NECESSARY FOR SAFE USE AND HANDLING AND ANTIDOTE INFORMATION; BRAND NAME, LOT NUMBER, BATCH NUMBER AND DATE OF MANUFACTURE; LIST OF INGREDIENTS AND PERCENTAGES THEREFOR. A MATERIAL SAFETY DATA SHEET(MSDS) MUST BE FURNISHED TO EACH USER. PREFERENCE MAY BE GIVEN, AT THE DISCRETION OF THE STATE OF VERMONT OFFICE OF PURCHASING & CONTRACTING, FOR RECYCLABLE AND REDUCED PACKAGING (I.E., PRIMARY AND SECONDARY CONTAINER IS RECYCLABLE, CONCENTRATED PRODUCT, DILUTION RATION).

PERFORMANCE CRITERIA: CONTRACTOR IS RESPONSIBLE FOR SETTING UP INITIAL MEETING WITH EACH END USER LOCATION FOR INSTALLATION AND TRAINING OF USE OF AUTOMATIC DISPENSING EQUIPMENT AND PRODUCT USE. CONTRACTOR WILL REGULARLY VISIT AT A FREQUENCY OF ONE-TIME PER MONTH AT A MINIMUM, WITH PRODUCT INVENTORY CHECKS, PROACTIVE TROUBLE SHOOTING, WRITTEN SERVICE REPORTS PROVIDED, AND PERIODIC REVIEW WITH MANAGEMENT. SERVICE REPORTS WILL BE REQUIRED FOR EACH VISIT TO A FACILITY. A COPY WILL BE GIVEN TO THE LAUNDRY OFFICER AT THE FACILITY AND A COPY SENT OR EMAILED TO THE OFFICE OF PURCHASING & CONTRACTING. CONTRACTOR SHALL HAVE A TECHNICAL FIELD REPRESENTATIVE AVAILABLE TO ASSIST USER WITH ANY PROBLEMS CONNECTED WITH PRODUCT(S) AND/OR EQUIPMENT PROVIDED UNDER THIS CONTRACT. A KNOWLEDGEABLE TECHNICIAN WITHIN 24-HOURS OF REQUEST FOR SERVICE, INCLUDING WEEKENDS, MUST PROVIDE EMERGENCY SERVICE. CONTRACTORS ARE TO PROVIDE PROPER INSTRUCTIONAL SIGNAGE AROUND LAUNDRY MACHINES AND HAND SINKS WHERE NEEDED.

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EQUIPMENT: CONTRACTOR MUST FURNISH AND INSTALL AT NO ADDITIONAL CHARGE COST CURRENT PRODUCT MODELS OF ANY AUTOMATIC DISPENSING EQUIPMENT NEEDED FOR THE DISPENSING OF PRODUCTS OFFERED. ANY EQUIPMENT SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AND IT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACT TO REPAIR AND SERVICE ALL DISPENSING EQUIPMENT. CONTRACTOR WILL SEE THAT THE PERSON IN CHARGE OF EACH LOCATION WILL BE INSTRUCTED ON OPERATIONS OF EQUIPMENT AND MINOR ADJUSTMENTS. DISPENSING EQUIPMENT SHALL MEET REQUIREMENT THAT WILL PROVIDE MINIMUM EXPOSURE TO CONCENTRATED COMPOUNDS FOR THE SAFETY AND HEALTH OF USERS. DISPENSING EQUIPMENT SHALL BE PROVIDED AND MAINTAINED AT NO ADDITIONAL CHARGE. INCLUDE INFORMATION ON THE DISPENSING EQUIPMENT WITH LAUNDRY CHEMICALS.

DOC FACILITIES USE OF LAUNDRY DISPENSING EQUIPMENT. PROPOSALS WILL BE CONSIDERED, WITH DISPENSERS OFFERED AT NO ADDITIONAL CHARGE AND MAINTAINED BY CONTRACTOR PROVIDING LAUNDRY CHEMICALS.

LIST OF MACHINES BY LOCATION WITH BRAND/MANUFACTURER AND MODEL NUMBER.

Chittenden Regional Corr. Fac.
7 Farrell Street
So Burlington VT 05402

2 Washers - Milnor 30015T5E

Northwest State Corr. Fac.
RFD#1 Box 279-1
Swanton VT 05488

2 Washers - Unimac Model #UW80TVQ

Marble Valley Reg. Corr. Fac.
167 State Street
Rutland VT 05701

1 Washer - Maytag #MAT12PRBAW

Northeast Regional Corr. Fac.
RFD#3 Route 5 South
St Johnsbury VT 05819

2 Washers - Speed Queen Model STT45LQTF6G2W01

Caledonia Comm. Work Camp
1266 US Route 5
St Johnsbury VT 05819

2 Washer/Extractors - Yankee Equipment Model #SC20BN20

Southeast State Corr. Fac.
546 State Farm Rd
Windsor VT 05089

1 Washer - Continental Washer #EHOZOLA
1 Washer - Speed Queen #LTSAPA

Southern State Corr. Fac.
700 Charlestown Rd
Springfield VT 05156

16 washers - Alliance Laundry System #SWT021MW

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Northern State Corr. Fac.
2559 Glen Road
Newport VT 05855

4 washers - Whirlpool Estates
5 washers - Kenmore 500 series

Woodside Juvenile Rehab. Ctr.
26 Woodside Drive East
Colchester VT 05446

2 Washers - Sears #WM2016CW

Vermont Veterans Home
325 North Street
Bennington VT 05201

Washer #1 - Speed Queen #SC40MN2OU60001
Washer #2 - Milnor #36026X8J
Washer #3 - Milnor #42032X7J
Washer #4 - Unimac #UX100

LAUNDRY FACILITIES: THE VERMONT VETERANS' HOME (VVH) USES LARGE COMMERCIAL WASHERS AND REQUIRE AUTOMATIC DISPENSING SYSTEMS, MAINTENANCE AND TECHNICAL ASSISTANCE FOR DISPENSERS AND RELATED EQUIPMENT, AND TECHNICAL SUPPORT. CONTRACTOR'S REPRESENTATIVE IS REQUIRED TO STOP AT THE LOCATION A MINIMUM OF ONE PER MONTH AND AS OTHERWISE REQUESTED BY THE LOCATION TO MONITOR AND MAINTAIN DISPENSING UNITS AND RELATED EQUIPMENT AND SUPPLIES. A WRITTEN CALL LOG OR COPY OF STOP DOWN AND SERVICE PERFORMED SHALL BE PROVIDED TO THE VVH LAUNDRY ADMINISTRATOR. CONTRACT SHALL NOT AT ANY TIME OVERSTOCK THE LOCATION WITH PRODUCTS, BUT MEET ONGOING SUPPLY NEEDS.

DEPARTMENT OF CORRECTIONS (DOC) FACILITIES USE HEAVY-DUTY RESIDENTIAL OR COMMERCIAL EQUIPMENT, AND INMATES GENERALLY DO LAUNDRY. THERE IS A VARIETY OF LAUNDRY PRODUCTS USED, ACCORDING TO THE DETERMINATION OF EACH LOCATION. TECHNICAL ADVISE AND SUPPORT MAY BE REQUESTED. THERE ARE SPECIALS SAFETY & SECURITY NEEDS FOR CORRECTIONAL FACILITIES.

LAUNDRY PRODUCTS: PRODUCTS MUST BE EFFECTIVE FOR USE DESCRIBED AT THE RECOMMENDED DILUTION RATE. PREFERENCE FOR CHEMICALS FOR VVH INCLUDE LIQUID RATHER THAN SOLIDS, AND PRODUCTS SHALL BE SEPARATE CATEGORIES OF USE, I.E., NO BUILDER/DETERGENT COMBINATION, NO SOFTENER/SOUR COMBINATIONS, ETC.

VENDOR CONTACT INFORMATION: DAVID HUGHES, TELEPHONE: 800-950-3738 X 230, FAX: 802-773-7657, EMAIL: 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: 09/30/15 THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERMS TO OCTOBER 1, 2016.

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 IS RENEWING WITH A 2% INCREASE TO ALL PRICE DUE TO A MANUFACTURER'S INCREASE.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE OF THIS CONTRACT AMENDMENT IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN THE SAME.

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CHANGE #2: 09/06/16 THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERMS TO OCTOBER 1, 2017.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED JULY 1, 2016 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 CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN THE SAME.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. 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.

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) .

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 COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

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: _____