

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 0000000000000000000027629		Page 1 of 5
Contract Dates 09/05/2014 to 08/30/2017		Origin CPS
Description: CPS-TOWELS AND TISSUES		Contract Maximum \$9,999,999.00
Buyer Name Wortman,Linda	Buyer Phone 828-5684	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		BATH TISSUES - 2 PLY SHEETS - WHITE, WRAPPED - 4.5X3.75 - 500 SHEETS/ROLL - 96 ROLLS/CASE	CS	32.96000	0.00	0.00
		BRAND: SCA (TORK) MANUFACTURER'S PRODUCT NUMBER: TM1616 VENDOR'S PRODUCT NUMBER: SCA-TM1616 RECYCLED CONTENT: 100% POST CONSUMER CONTENT: 20%				
2		BATH TISSUES - 2 PLY SHEETS - WHITE, WRAPPED - 4.0X3.75 - 500 SHEETS/ROLL - 96 ROLLS/CASE	CS	29.72000	0.00	0.00
		BRAND: SCA (TORK) MANUFACTURER'S PRODUCT NUMBER: TM1616S VENDOR'S PRODUCT NUMBER: SCA-TM1616S RECYCLED CONTENT: 100% POST CONSUMER CONTENT: 20%				
3		BATH TISSUE - 1 PLYSHEETS - 4.0X3.75 - WHITE - 1000 SHEETS/ROLL - 96 ROLLS/CASE	CS	33.77000	0.00	0.00
		BRAND: SCA (TORK) MANUFACTURER'S PRODUCT NUMBER: TS1636S VENDOR'S PRODUCT NUMBER: SCA-TS1636 RECYCLED CONTENT 100% POST CONSUMER CONTENT 20%				
4		BATH TISSUE - 2 PLY - JUMBO ROLL - 3.55 X 1000 - 12 ROLLS/CASE - ROLL DIAMETER 8.8"	CS	19.64000	0.00	0.00
		BRAND: SCA MANUFACTURER'S PRODUCT NUMBER: TJ0922A VENDOR'S PRODUCT NUMBER: SCA-TJ0922A RECYCLED CONTENT 100% POST CONSUMER CONTENT 20%				
5		PAPER TOWEL - 1 PLY - MULTIFOLD BROWN OR NATURAL - 9.5X9.125 - 250 SHEETS/SLEEVE - 16/CASE	CS	13.44000	0.00	0.00
		BRAND: SCA MANUFACTURER'S PRODUCT NUMBER: MK520A VENDOR'S PRODUCT NUMBER: SCA-MK520A RECYCLED CONTENT 100% POST CONSUMER CONTENT 40%				
6		PAPER TOWEL - 1 PLY - ROLL - NATURAL - 7.8X800 - 6 ROLLS/CASE	CS	18.56000	0.00	0.00
		BRAND: SCA MANUFACTURER'S PRODUCT NUMBER: RK800E VENDOR'S PRODUCT NUMBER: SCA-RK800E RECYCLED CONTENT: 100% POST CONSUMER CONTENT: 40%				

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7		PAPER TOWEL - 2 PLY - KITCHEN - NATURAL - 11x9 - 210 SHEETS - 12 ROLLS/CASE	CS	16.74000	0.00	0.00
		BRAND: SCA MANUFACTURER'S PRODUCT NUMBER: HK1975A VENDOR'S PRODUCT NUMBER: SCA-HK1975A RECYCLED CONTENT: 100% POST CONSUMER CONTENT: 40%				
8		PAPER TOWEL -1 PLY - ROLL - NATURAL - 7 7/8 x 350 - 12 ROLLS/CASE	CS	15.89000	0.00	0.00
		BRAND: SCA MANUFACTURER'S PRODUCT NUMBER: RK 350E VENDOR'S PRODUCT NUMBER: SCA RK-350E RECYCLED CONTENT: 100% POST CONSUMER CONTENT: 40%				
9		BATH TISSUE DISPENSER - TWIN ROLL - STANDARD - CHROME, METAL	EA	10.80000	0.00	0.00
		BRAND: GEORGIA PACIFIC MANUFACTURER'S PRODUCT NUMBER: 57120/01 VENDOR'S PRODUCT NUMBER: GP-571-20				
10		BATH TISSUE DISPENSER - TWIN - JRT - PLASTIC/SMOKE/GREY - HOLDS 2 9" ROLLS	EA	18.27000	0.00	0.00
		BRAND: SCA VENDOR'S PRODUCT NUMBER: SCA 56TR				
11		BATH TISSUE DISPENSER - SINGLE - JRT - PLASTIC - HOLDS 1 9" ROLL - HORIZONTAL	EA	10.04000	0.00	0.00
		BRAND: SCA VENDOR'S PRODUCT NUMBER: SCA 66TR				
12		BATH TISSUE DISPENSER - STANDARD - HOLD 2 ROLLS - PLASTIC - HORIZONTAL	EA	14.67000	0.00	0.00
		BRAND: SCA VENDOR'S PRODUCT NUMBER: SCA 59TR				
13		PAPER TOWEL DISPENSER - C-FOLD/MULTIFOLD - PLASTIC - SMOKE COLOR	EA	13.50000	0.00	0.00
		BRAND: SCA VENDOR'S PRODUCT NUMBER: SCA-73T				
14		PAPER TOWEL DISPENSER - C FOLD/MULTI FOLD - CROME, METAL	EA	29.20000	0.00	0.00
		BRAND: GEORGIA PACIFIC VENDOR'S PRODUCT NUMBER: GP-566-20				

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15		PAPER TOWEL DISPENSER - ROLL DISPENSER - SMOKE COLOR	EA	24.47000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: PROVIDE TOWELS AND TISSUES

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

PRICES ARE FIRM FOR THE FIRST 12 MONTHS OF THE CONTRACT. FUTURE PRICE INCREASES REQUIRE 60 DAYS ADVANCE NOTICE AND DOCUMENTATION FROM THE MILL. ONCE THE FIRST TWELVE MONTHS OF THE CONTRACT HAS PASSED, THE CONTRACTOR MAY REQUEST CONSIDER OF PRICE CHANGE (INCREASE), WHICH WILL BE SUBJECT TO AN ANNUAL REVIEW BY THE OFFICE OF PURCHASING AND CONTRACTING. REQUEST FOR ADDITIONAL INCREASES WILL BE LIMITED TO ONCE IN ANY TWELVE MONTH PERIOD THEREAFTER. ALL INCREASES ARE SUBJECT TO REVIEW. THE OFFICE OF PURCHASING AND CONTRACTING RESERVES THE RIGHT TO REJECT ANY PRICE INCREASE DEEMED TO BE EXCESSIVE. DECREASES TO BE OFFERED IMMEDIATELY AS THEY BECOME AVAILABLE.

SERVICE: VENDOR IS TO HAVE AN AREA REPRESENTATIVE AVAILABLE TO MEET WITH USER ON DEMAND.

THERE ARE NO MINIMUM ORDER QUANTITIES UNDER THIS CONTRACT.

CONTRACT TO COVER ACTUAL USAGE.

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.

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

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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.

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.

CHANGE ORDER #1 - 10/29/2015

- PRICE INCREASE PER E-MAIL FROM DOUG KENS RUE DATED SEPTEMBER 2, 2015.
- THIS AMENDMENT IS WRITTEN TO ALLOW AN OVERALL 2.9% INCREASE IN THE PRICE OF ALL PRODUCTS AS DOCUMENTED FROM MANUFACTURERS NOTICE OF PRICE INCREASE. THESE PRICES ARE EFFECTIVE NOVEMBER 1, 2015.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, 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

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.

CHANGE ORDER #2: JUNE 1, 2016

THE STATE IS HEREBY ELECTING TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT UNTIL AUGUST 30, 2017. THE VENDOR HAS AGREED TO THE SAME PRICING, TERMS, AND CONDITIONS. THIS IS THE FIRST EXTENSION YEAR.

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) .

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Phone: 802-773-3738
Toll Free: 800-950-3738
Fax: 802-773-7657
info@foleydistributing.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN
PURCHASING AGENT
802-828-4658
FAX # 802-828-2222
linda.wortman@vermont.gov

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: _____