

**CONTRACT**



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

<b>Contract ID</b> 00000000000000000000000030884		<b>Page</b> 1 of 6
<b>Contract Dates</b> 02/11/2016 to 02/10/2017		<b>Origin</b> CPS
<b>Description:</b> CPS - FLOOR MATS (PURCHASE)		<b>Contract Maximum</b> \$99,999.99
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 800-950-3738**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		3'X4' ENTRANCE MAT	EA	41.79000	0.00	0.00
2		4'X4' ENTRANCE MAT	EA	67.44000	0.00	0.00
3		4'X5' ENTRANCE MAT	EA	84.30000	0.00	0.00
4		4'X6' ENTRANCE MAT	EA	83.57000	0.00	0.00
5		4'X7' ENTRANCE MAT	EA	118.03000	0.00	0.00
6		4'X8' ENTRANCE MAT	EA	128.57000	0.00	0.00
7		4'X9' ENTRANCE MAT	EA	151.75000	0.00	0.00
8		4'X10' ENTRANCE MAT	EA	139.29000	0.00	0.00
9		4'X11' ENTRANCE MAT	EA	185.47000	0.00	0.00
10		4'X12' ENTRANCE MAT	EA	192.83000	0.00	0.00
11		4'X13' ENTRANCE MAT	EA	219.19000	0.00	0.00
12		4'X14' ENTRANCE MAT	EA	236.05000	0.00	0.00
13		4'X15' ENTRANCE MAT	EA	252.91000	0.00	0.00
14		4'X16' ENTRANCE MAT	EA	257.13000	0.00	0.00
15		4'X17' ENTRANCE MAT	EA	286.63000	0.00	0.00
16		4'X18' ENTRANCE MAT	EA	303.49000	0.00	0.00
17		4'X19' ENTRANCE MAT	EA	320.35000	0.00	0.00
18		4'X20' ENTRANCE MAT	EA	321.41000	0.00	0.00
19		4'X21' ENTRANCE MAT	EA	354.08000	0.00	0.00

LINE ITEMS 1-19: MANUFACTURER: WATERHOG CLASSIC # 200

PERFORMANCE: ENTRANCE MATTING WILL REDUCE THE AMOUNT OF CONTAMINANTS AND PARTICLES ENTERING THE BUILDING BY PROVIDING A SCRAPING/WIPING SURFACE INSIDE THE ENTRY DOOR. HIGH PERFORMANCE MATTING FOR PURCHASE UNDER THIS CONTRACT SHALL EFFECTIVELY HELP PREVENT SOIL, ICE MELT, SNOW, OTHER PARTICLES AND WATER FROM ENTERING THE BUILDING BEYOND THE MATTED AREA. THE MATTING WILL STORE PARTICLES AND MOISTURE FOR LATER REMOVAL. MATTING WILL MINIMIZE TRACKING INTO BUILDING BY STORING PARTICLES AND WATER BELOW SHOW LEVEL WITHIN THE MAT TO PREVENT FURTHER TRANSFER TO BUILDING. MAT IS EASY TO CLEAN BY VACUUMING, EXTRACTION CLEANING, WET/DRY VACUUM OR OTHER STANDARD CLEANING METHOD. MAT PROVIDES A SAFE SURFACE PREVENTING SLIP AND FALL ACCIDENTS. MATS DO NOT SUPPORT MICROBIAL GROWTH.

CONSTRUCTION: BACKING MATERIAL IS OF RUBBER EXHIBITING POSITIVE RESILIENCE, ABRASION, WEAR AND TENSILE QUALITIES. VINYL BACKING IS NOT ACCEPTABLE. THE MAT SHALL HAVE RAISED RUBBER EDGING CONTINUOUS WITH BACKING TO HOLD WATER AND CONTAMINANT WITHIN THE MATT. THE MAT IS AVAILABLE IN FLAT AND GRIPPER BACKING TYPES. THE GRIPPER SURFACE WILL EXTEND FOR ENTIRE MAT COVERAGE AREA AND IS NON-POROUS INHIBITING MOLD/MILDEW GROWTH.

SURFACE MATERIAL: IS MADE OF DURABLE PERMANENT TWO-LEVEL CONSTRUCTION EFFECTIVELY REMOING SOIL AND MOISTURE AND TRAPPING AND HOLDING PARTICLES AND MOISTURE BELOW THE MATTING FACE SURFACE. THEY ARE RESISTANT TO CRUSHING AND EXHIBIT LONG LIFE SUCH AS MOLDED REINFORCED TEXTILE AND SHALL BE PREMIUM POLYPROPLENE OR NYLON TEXTILE FACE.

WEIGHT: APPROXIMATELY 24 OUNCES PER SQUARE YARD.

**State of Vermont**

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

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MATS EXHIBIT QUALITIES OF QUICK DRYING, NO FADING OR BREAKDOWN AND ANTI-STATIC.

COLORS OFFERED ALL SIZES:

CAMEL, MEDIUM BROWN, LIGHT GREEN, WHITE, AQUAMARINE, GOLD, SOLID RED, YELLOW, ORANGE, PURPLE, DARK BROWN, CHARCOAL, RED/BLACK, MEDIUM BLUE, MEDIUM GRAY, BLUESTONE, EVERGREEN, BORDEAUX, AND NAVY.

20		CUSTOM SIZED ENTRANCE MAT	EA	0.01000	0.00	0.00
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MANUFACTURER: WATERHOG CLASSIC # 200

PERFORMANCE: ENTRANCE MATTING WILL REDUCE THE AMOUNT OF CONTAMINANTS AND PARTICLES ENTERING THE BUILDING BY PROVIDING A SCRAPING/WIPING SURFACE INSIDE THE ENTRY DOOR. HIGH PERFORMANCE MATTING FOR PURCHASE UNDER THIS CONTRACT SHALL EFFECTIVELY HELP PREVENT SOIL, ICE MELT, SNOW, OTHER PARTICLES AND WATER FROM ENTERING THE BUILDING BEYOND THE MATTED AREA. THE MATTING WILL STORE PARTICLES AND MOISTURE FOR LATER REMOVAL. MATTING WILL MINIMIZE TRACKING INTO BUILDING BY STORING PARTICLES AND WATER BELOW SHOW LEVEL WITHIN THE MAT TO PREVENT FURTHER TRANSFER TO BUILDING. MAT IS EASY TO CLEAN BY VACUUMING, EXTRACTION CLEANING, WET/DRY VACUUM OR OTHER STANDARD CLEANING METHOD. MAT PROVIDES A SAFE SURFACE PREVENTING SLIP AND FALL ACCIDENTS. MATS DO NOT SUPPORT MICROBIAL GROWTH.

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WEIGHT: APPROXIMATELY 24 OUNCES PER SQUARE YARD.

MATS EXHIBIT QUALITIES OF QUICK DRYING, NO FADING OR BREAKDOWN AND ANTI-STATIC.

CUSTOM SIZES: \$4.59/SQUARE FOOT

COLORS OFFERED AS SPECIFIED ABOVE.

WIDTHS AVAILABLE: 3', 4' AND 6'.

ANY LENGTH UP TO 60' (EVEN FEET)

21		3'X4' INTERIOR MAT	EA	32.43000	0.00	0.00
22		4'X4' INTERIOR MAT	EA	53.62000	0.00	0.00
23		4'X5' INTERIOR MAT	EA	67.03000	0.00	0.00
24		4'X6' INTERIOR MAT	EA	64.83000	0.00	0.00
25		4'X7' INTERIOR MAT	EA	93.85000	0.00	0.00
26		4'X8' INTERIOR MAT	EA	86.47000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
27		4'X9' INTERIOR MAT	EA	120.67000	0.00	0.00
28		4'X10' INTERIOR MAT	EA	108.07000	0.00	0.00

LINE ITEMS 21-28: MANUFACTURER: TRI GRIP #100/190

HEAVY, 3/8" THICK 100% STATIC DISSIPATIVE NYLON FACE OFFERS OUTSTANDING ABSORPTION AND DURABILITY. TIGHT, HEAT-SET, ULTRA-TWIST YARN CONSTRUCTION RESISTS PACKING AND CRUSHING. EARTH-FRIENDLY RUBBER BACKING HAS 20% POST-CONSUMER RECYCLED TIRE CONTENT. RESISTS CURLING AND CRACKING. AVAILABLE IN SMOOTH OR CLEFTED BACKING TYPES. AVAILABLE WITH OIL AND GREASE RESISTANT 100% NITRILE RUBBER BACKING.

COLORS AVAILABLE:

RED BLACK, AUTUMN BROWN, BROWN TONE, CABOT GREY, DARK GRANITE, CHOCOLATE, GREY, CHARCOAL, PLATINUM, NAVY, EMERALD GREEN, SOLID RED, MIDNIGHT BLUE, BURGUNDY BERRY, STEEL BLUE, STARDUST GRAY, SUEDE, AND CRANBERRY.

29		CUSTOM SIZE INTERIOR MAT	EA	0.01000	0.00	0.00
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MANUFACTURER: TRI GRIP #105

HEAVY, 3/8" THICK 100% STATIC DISSIPATIVE NYLON FACE OFFERS OUTSTANDING ABSORPTION AND DURABILITY. TIGHT, HEAT-SET, ULTRA-TWIST YARN CONSTRUCTION RESISTS PACKING AND CRUSHING. EARTH-FRIENDLY RUBBER BACKING HAS 20% POST-CONSUMER RECYCLED TIRE CONTENT. RESISTS CURLING AND CRACKING. AVAILABLE IN SMOOTH OR CLEFTED BACKING TYPES. AVAILABLE WITH OIL AND GREASE RESISTANT 100% NITRILE RUBBER BACKING.

CUSTOM SIZES: \$3.65/SQUARE FOOT

COLORS AVAILABLE: AS SPECIFIED ABOVE.

WIDTHS AVAILABLE: 3', 4', 5', AND 6'.

ANY LENGTH UP TO 40' (EVEN FEET)

30		3'X5" OUTSIDE MAT	EA	81.99000	0.00	0.00
31		4'X5' OUTSIDE MAT	EA	134.67000	0.00	0.00
32		5'X5' OUTSIDE MAT	EA	202.02000	0.00	0.00
33		6'X5' OUTSIDE MAT	EA	192.51000	0.00	0.00
34		7'X6' OUTSIDE MAT	EA	282.82000	0.00	0.00
35		8'X6' OUTSIDE MAT	EA	262.35000	0.00	0.00
36		9'X6' OUTSIDE MAT	EA	363.62000	0.00	0.00
37		10'X6' OUTSIDE MAT	EA	385.01000	0.00	0.00
38		11'X6' OUTSIDE MAT	EA	444.43000	0.00	0.00
39		12'X6' OUTSIDE MAT	EA	393.53000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
40		13'X6' OUTSIDE MAT	EA	525.24000	0.00	0.00

LINE ITEMS 30-40: MANUFACTURER: BRUSH HOG # 395

100% SOLUTION-DYED COARSE NYLON FIBER SURFACE IS DESIGNED TO AGGRESSIVELY SCRAPE DAMAGING DIRT AND MOISTURE FROM THE SOLES OF SHOES. WATER DRAINS FREELY FROM THE SURFACE OF THE MAT. THEY ARE ALSO RESISTANT TO THE DAMAGING EFFECTS OF ULTRAVIOLET LIGHT. 3/8" THICK. PASSES FLAMMABILITY STANDARDS DOCFFI-70.

NOT RECOMMENDED FOR USE IN AREAS EXPOSED TO GREASE OR PETROLEUM PRODUCTS.

COLORS AVAILABLE: CHARCOAL BRUSH, GREEN BRUSH, NAVY BRUSH, BROWN BRUSH, AND BURGUNDY BRUSH.

41		CUSTOM SIZE, OUTSIDE MATS	EA	0.01000	0.00	0.00
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MANUFACTURER: BRUSH HOG # 395

100% SOLUTION-DYED COARSE NYLON FIBER SURFACE IS DESIGNED TO AGGRESSIVELY SCRAPE DAMAGING DIRT AND MOISTURE FROM THE SOLES OF SHOES. WATER DRAINS FREELY FROM THE SURFACE OF THE MAT. THEY ARE ALSO RESISTANT TO THE DAMAGING EFFECTS OF ULTRAVIOLET LIGHT. 3/8" THICK. PASSES FLAMMABILITY STANDARDS DOCFFI-70.

NOT RECOMMENDED FOR USE IN AREAS EXPOSED TO GREASE OR PETROLEUM PRODUCTS.

CUSTOM SIZES: \$7.33/SQUARE FOOT

COLORS AVAILABLE: AS SPECIFIED ABOVE.

WIDTHS AVAILABLE: 3', 4, AND 6'.

ANY LENGTH UP TO 60" (EVEN FEET)

## CONTRACT TERMS AND ADDITIONAL INFORMATION

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

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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

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.

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.

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.

SALES POC INFORMATION  
DOUG KENSURUE  
802-773-3738dkensrue@foleydistributing.com

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL TWELVE MONTH PERIODS.

