

State of Vermont

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

CONTRACT



Vendor ID 0000333169
Swish White River, Ltd.
PO Box 855
White River Jct VT 05001
United States

Contract ID 0000000000000000000028467		Page 1 of 11
Contract Dates 01/14/2015 to 01/15/2018		Origin CPS
Description: CPS-BROOMS, MOPS, ETC		Contract Maximum \$999,999.99
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		WET MOP; LOOPED END, BLENDED 4-PLY YARN, PREMIUM QUALITY, BLUE, GOLDEN STAR	EA	0.01000	0.00	0.00
INDICATE SIZE AT TIME OF ORDER.						
SMALL - W18SM - \$2.99						
MEDIUM - W18MD - \$3.23						
LARGE - W18LG - \$4.04						
2		WET MOP: CUT END, SMALL, LAUNDERABLE, PREMIUM QUALITY. WHITE. GOLDEN STAR #W7012	EA	2.25000	0.00	0.00
3		WET MOP: CUT END, MEDIUM, LAUNDERABLE, PREMIUM QUALITY. WHITE. GOLDEN STAR #W7016	EA	2.70000	0.00	0.00
4		WET MOP: CUT END, LARGE, LAUNDERABLE, PREMIUM QUALITY, WHITE. GOLDEN STAR #W7020	EA	3.36000	0.00	0.00
5		MOP HANDLE: APPX 60" L, SPRING LOCK GRIP FOR EASY REMOVAL AND REPLACEMENT OF MOP HEAD. ALUMINUM HANDLE. GOLDEN STAR HWG1M	EA	9.25000	0.00	0.00
6		FINISH MOP, PREMIUM, BLENDED COTTON, NOT BANDED, LOOPED END. BLUE/WHITE. GOLDEN STAR	EA	0.01000	0.00	0.00
	SMALL	W20SM \$6.00				
	MEDIUM	W20MD \$5.85				
	LARGE	W20LG \$7.70				
7		FINISH MOP, STANDARD RAYON, BANDED, WHITE. GOLDEN STAR #W7316	EA	2.90000	0.00	0.00
8		MICROFIBER WET MOP PAD, ULTRAFINE, LAUNDERABLE, 18". GOLDEN STAR MFM18HDBW	EA	2.97000	0.00	0.00
9		DUST MOP, WASHABLE, UNTREATED. GOLDEN STAR	EA	0.01000	0.00	0.00
	18"	#DAJU518 \$4.20				
	24"	#DAJU524 \$5.20				
	36"	#DAJU536 \$7.30				
10		MICROFIBER DUST MOPPING PADS, WASHABLE. GOLDEN STAR	EA	0.01000	0.00	0.00
	18"	MFM16HDBD \$3.27				
	24"	MFM24HDBD \$4.10				
	36"	MFM36HDBD \$5.50				

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11		PAD HOLDER FOR MICROFIBER DUST MOPPING PADS. GOLDEN STAR	EA	0.01000	0.00	0.00
	18" MFF16	\$4.98				
	24" MFF24	\$6.40				
	36" MFF36	\$8.60				
12		HANDLE FOR MICROFIBER MOP, 60", ALUMINUM. GOLDEN STAR #MMTH60	EA	4.20000	0.00	0.00
13		MICROFIBER WIPING CLOTHS, ULTRAFINE, WASHABLE. GOLDEN STAR	EA	0.85000	0.00	0.00
		FOR BATHROOM - YELLOW # Q610 FOR GENERAL PURPOSE - GREEN # Q620 FOR GLASS - BLUE # Q630				
16		BRUSHES, FLOOR: MEDIUM SWEEP, 18", INDOOR/OUTDOOR. POLYPROPYLENE. 518	EA	7.70000	0.00	0.00
17		BRUSHES, FLOOR: MEDIUM SWEEP, 24", INDOOR/OUTDOOR. POLYPROPYLENE. 524	EA	8.80000	0.00	0.00
18		HANDLE, BRUSH/BROOM WOOD 60"L, 15/16" METAL THREADS BH61	EA	3.15000	0.00	0.00
19		BROOM, CORN, HOUSEHOLD, APROX 55" LONG, 1" HANDLE AND 15" HEAD LENGTH. BRM48B	EA	4.69000	0.00	0.00
20		ANGLE BROOM, JUMBO SMOOTH SWEEP, 55"L, POLYPROPYLENE FILL, CUT AND SHAPED FOR HARD TO REACH AREAS. BRA39S	EA	5.63000	0.00	0.00
21		COUNTER BRUSH; FINE BRISTLES #157	EA	3.05000	0.00	0.00
22		SCRUB BRUSH, POLYPROPYLENE FILL, PLASTIC BLOCK WITH HANDLE #6482	EA	1.84000	0.00	0.00
24		CELLULOSE SPONGE, APPX. 4" X 6" X 1 3/4", 6/PKG. 3M. C31	EA	1.30000	0.00	0.00
25		SCRUBBER SPONGE, CELLULOSE, W/SCRUBBER SURFACE (NYLON) ONE SIDE, APPROX. SIZE 6 X 3.5 X 1" 40/CS, AMERICO 9174	EA	0.80000	0.00	0.00
26		MOP BUCKET AND MOP WRINGER (COMBINATION) 26 TO 35 QUART CAPACITY BUCKET WITH LARGE SIDE PRESS WRINGER, GOLDEN STAR MBU2632	EA	49.20000	0.00	0.00
27		PAIL, HEAVY DUTY 3 1/2 GAL. POUR SPOUT CHEMICAL RESISTANT, IMPACT #5510	EA	6.15000	0.00	0.00

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28		SPRAY BOTTLE, 26 OZ PLASTIC, BOTTLE WITH TRIGGER SPRAY HEAD. COMPLETE - 9126BT - \$1.37 SPRAY HEAD TOP ONLY - 9126T - \$.65 BOTTLE ONLY - 9126B - \$.72	EA	0.01000	0.00	0.00
29		WASTE CONTAINER, 55 GALLON, W/O LID, APPROX. 26" DIAMETER AND 33" HIGH, ALL PLASTIC PROFESSIONAL GRADE, REINFORCED RIMS FOR DURABILITY, BUILT-IN HANDLES, RUBBERMAID 2655	EA	65.00000	0.00	0.00
30		DOLLY FOR WASTE CONTAINER, FOR 32 GALLON OR 55 GALLON WASTE CONTAINER, IMPACT 7704	EA	25.40000	0.00	0.00
31		CADDY BAG FOR WASTE CONTAINER, 20 X 20, IMPACT 7705	EA	25.40000	0.00	0.00
32		WASTE CONTAINER; 23 GALLON, APPROX. 14" SQUARE BY 28" HIGH, DURABLE AND CRACK RESISTANT, INDOOR/OUTDOOR, RUBBERMAID. #3569	EA	50.00000	0.00	0.00
33		LID FOR 23 GAL. SQ. WASTE CONTAINER, DROP AND SWING DESIGN FOR EASY ACCESS DISPOSAL, FITS RUBBERMAID 3569 APPROX. 14" SQ. X 4" HIGH, RUBBERMAID 2689	EA	22.40000	0.00	0.00
34		RECYCLING BOX, 20 X 15.5 X 13.5 HIGH, "WE RECYCLE" SYMBOL. 12.5 GALLON CAPACITY 571473	EA	18.10000	0.00	0.00
35		WASTE BASKET, HEAVY DUTY SOFT PLASTIC, 28 QUART, RUBBERMAID 2956	EA	5.00000	0.00	0.00
36		FLOOR SIGNS: "CAUTION WET FLOOR", TWO SIDED IMPRINT, MULTI-LINGUAL, APPROX. 25" HIGH, YELLOW RUBBERMAID # 611277	EA	9.35000	0.00	0.00
37		BRUSH, TOILET BOWL, 12" HANDLE SYNTHETIC YARN WITH PLASTIC SLIDING GUARD FOR WRINGING, IMPACT 3605	EA	1.21000	0.00	0.00
38		BRUSH, TOILET BOWL, 17" HANDLE, PLASTIC FILL, RUBBERMAID # 6301	EA	2.00000	0.00	0.00
39		SANITARY NAPKIN RECEPTACLE, WITH RIGID LINER, APPROX. 12 X 5 X 11" HIGH, WHITE, TIGHT-FITTING LID. IMPACT# 1102	EA	13.30000	0.00	0.00

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40		WAXED BAGS FOR SANITARY NAPKIN RECPT. SIZE APPROX 10 X 3 X 9" HIGH, 500 BAGS PER CARTON ROCHESTER #77	CS	19.40000	0.00	0.00
41		SANITARY NAPKINS #4, 250 CS, ROCHESTER 25189973	CS	45.75000	0.00	0.00
42		JANITOR CART, NON-MARKING WHEELS & CASTERS, ZIPPERED BAG FOR TRASH, RUBBERMAID # 6173	EA	146.10000	0.00	0.00
43		WINDOW SQUEEGEE - UNGER	EA	0.01000	0.00	0.00
		12" - #NE30 - \$12.67 18" - #NE45 - \$13.78				
44		RUBBERMAID PRODUCTS NOT LISTED: 40% DISCOUNT FOR ITEMS OTHER THAN THOSE LISTED AS INDIVIDUAL LINE ITEMS. PRICE LIST 01-01-2015. MULTIPLIER 0.60 TIMES LIST PRICE.	EA	0.01000	0.00	0.00
45		IMPACT PRODUCTS NOT LISTED, 40% DISCOUNT FOR ITEMS OTHER THAN THOSE LISTED AS INDIVIDUEL LINE ITEMS. 01-01-2015 LIST PRICING. MULTIPLIER IS 0.60 TIMES LIST PRICE.	EA	0.01000	0.00	0.00
46		FLOOR PAD, STANDARD, AMERICO 5 PADS/CS	CS	0.01000	0.00	0.00
		SPECIFY COLOR/USE AT TIME OF ORDER. 13" - \$1.65 EACH #3330-13 17" - \$2.45 EACH #3330-17 18" - \$2.74 EACH #3330-18 19" - \$2.94 EACH #3330-19 20" - \$3.15 EACH #3330-20				
47		PAD, HIGH SPEED BURNISHER, AMERICO	CS	0.01000	0.00	0.00
		BEIGE FB420 - \$3.24 EACH 5 PADS/CASE CLEANING PADS FOR HARD SURFACES - NYLON, 6" X 9", \$0.30 EACH				
48		DUST PAN, HEAVY - DUTY STEEL, ONE PIECE, BEVELLED EDGES 12" X 8" X 2" #BDP12M	EA	3.85000	0.00	0.00
49		DUST PAN, HEAVY-DUTY, PLASTIC, 2600	EA	8.80000	0.00	0.00
50		STRIP & WAX TREADS, BOOTIES COVER WORK SHOES TO ANKLES, SKID RESISTANT, ABRASIVE OUTSOLES, WATERPROOF GOOD FOR STRIPPING FLOORS, BLACK, SIZES: S (6-7), M (8-9), L (10-11), XL(12-13), 2XL (14-15) IMPACT 7313	PR	48.00000	0.00	0.00

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51		MICROFIBER FLOOR CLEANING SYSTEMS, WITH INTEGRATED SOLUTION DISPENSING SYSTEM, 22" BOTTLE, POLYPROPYLENE TOOL, 55" ALUMINUM HANDLE, 3 LAUNDERABLE PAD TYPES FILMOP - \$78.20 - BLUE HEAVY DUTY PAD #MFM24HDBW - \$3.80 GREEN MULTI SURFACE PAD # MFM24HDBW - \$3.80 WHITE MICROFIBER DISPOSABLE PAD - MASTERCRAFT \$0.60/EA, 50/PKG.	EA	0.01000	0.00	0.00
52		CONTINENTAL PRODUCTS NOT LISTED, 40% DISCOUNT FOR ITEMS OTHER THAN THOSE LISTED AS INDIVIDUAL LINE ITEMS. LIST PRICING. MULTIPLIER IS 0.60 TIMES LIST.	EA	0.01000	0.00	0.00
53		PROLINK PRODUCTS NOT LISTED, 30% DISCOUNT FOR ITEMS OTHER THAN THOSE LISTED AS INDIVIDUAL LINE ITEMS. LIST PRICING DATED: PROLINK DATED, MULTIPLIER IS 0.70 TIMES LIST PRICE.	EA	0.01000	0.00	0.00
54		TAMPONS, ROCHESTER BRAND FOR VENDOR MACHINES VU-5, 500 PER CASE. SMALL - #8225S MEDIUM #8225M LARGE #8225L EXTRA LARGE #8225XL	CS	67.25000	0.00	0.00
55		HANGING SAFETY SIGN: FLEXIBLE LOCKING HANGER, 2 SIDED, "CAUTION" AND FALLING SYMBOL 6110	EA	14.14000	0.00	0.00
56		EASY TRAP DUSTER, 6" X 8" SHEETS X 125' PER CASE MADE BY 3M. #55654	CS	51.24000	0.00	0.00
57		DISPENSING UNIT FOR FEMININE PRODUCTS, SANITARY NAPKINS, TAMPONS (ROCHESTER-RSVP)	EA	183.50000	0.00	0.00
58		*** DISCONTINUED *** ENVIROX H2ORANGE 117 CLEANER/SANITIZER PRODCD: 117-04B 4X1 GAL HAS A CITRUS FRAGRANCE	CS	100.80000	0.00	0.00
59		*** DISCONTINUED *** SPRAY BOTTLE, 32 OZ., GREEN SILK SCREEN LABELED 117 PRDCD: 8-550	EA	3.00000	0.00	0.00
60		*** DISCONTINUED *** SPRAY BOTTLE, 32 OZ, RED SILK SCREEN LABELED 117, PRDCD: 8-552	EA	3.00000	0.00	0.00

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61		*** DISCONTINUED *** ENVIROX H2ORANGE 118 CLEANER/SANITIZER PRDCD: 118-04B 4X1 GAL HAS NO FRAGRANCE	CS	100.80000	0.00	0.00
62		*** DISCONTINUED *** SPRAY BOTTLE, 32 OZ., GREEN SILK SCREEN LABELED 118 PRDCD: 8-554-118L	EA	3.00000	0.00	0.00
63		*** DISCONTINUED *** SPRAY BOTTLE, 32 OZ, RED SILK SCREEN LABELED 118, PRDCD: 8-554-118H	EA	3.00000	0.00	0.00
64		*** DISCONTINUED *** ENVIROX DISPENSER PRDCD: E2B2 VENDOR PROVIDED DISPENSERS AT NO CHARGE. VENDOR INSTALLS DISPENSERS AT NO CHARGE AND PROVIDES HANDS-ON TRAINING ON USE OF THE DISPENSER AND THE PRODUCT ITSELF.	EA	0.01000	0.00	0.00
65		ENVIRO SOLUTIONS ES99 IMPREGNATOR, 1 GAL, PRDCD: ES99-4	EA	21.54000	0.00	0.00
66		ENVIRO SOLUTIONS ES82 BARRICADE SEALER, 5-GAL PRDCD: ES82-18	EA	76.12000	0.00	0.00
67		ENVIRO SOLUTIONS ES82 BARRICADE SEALER, 1-GAL PRDCD: ES82-4	EA	15.56000	0.00	0.00
68		ENVIRO SOLUTIONS ES91 DEEP SCRUB, 1-GAL PRDCD: ES91-4	EA	10.40000	0.00	0.00
69		Rubbermaid Container for Landfill Trash / Gray 50 gal #FG395900 19.5" square x 34" high	EA	143.02000	0.00	0.00
70		Rubbermaid Container for Landfill Trash / Gray 35 gal #FG395800 19.5" square x 27.6" high	EA	103.26000	0.00	0.00
71		Rubbermaid Container for Mixed Recycling & 5 cent bottles / Blue 50 gal #FG395973 19.5" square x 34" high	EA	143.02000	0.00	0.00
72		Rubbermaid Container for Mixed Recycling & 5 cent bottles / Blue 35 gal #FG395873 19.5" square x 27.6" high	EA	103.26000	0.00	0.00
73		Rubbermaid Silent Defender #FGQST12 Stainless Steel with Plastic Liner 12" sq. x 23" H 12 Gal.	EA	270.54000	0.00	0.00

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74		Rubbermaid Silent Defender #FGQST12 Replacement Plastic Liner / L12 12" sq. x 23" H 12 Gal.	EA	52.74000	0.00	0.00
75		Rubbermaid Silent Defender #FGQST7 Stainless Steel with Plastic Liner 12" sq. x 17" H 7 Gal.	EA	238.30000	0.00	0.00
76		Rubbermaid Silent Defender #FGQST7 Replacement Plastic Liner / L7 12" sq. x 17" H 7 Gal.	EA	42.48000	0.00	0.00
77		Rubbermaid Medi-Can Step Can #FGMST15 Stainless Steel with Plastic Liner 8" dia. X 11.5"h 1.5 Gal	EA	67.05000	0.00	0.00
78		Rubbermaid Medi-Can Step Can #FGMST15 Replacement Plastic Liner 8" dia. X 11.5"h 1.5 Gal	EA	30.15000	0.00	0.00
79		Rubbermaid Medi-Can Step Can #FGMST35 Stainless Steel with Plastic Liner 10" dia. X 15.75"h 3.5 Gal	EA	86.56000	0.00	0.00
80		Rubbermaid Medi-Can Step Can #FGMST35 Replacement Plastic Liner / L35 10" dia. X 15.75"h 3.5 Gal	EA	35.80000	0.00	0.00
81		Enviro Hydrogen Peroxide Multi-purpose cleaner , Case, 4x.52 gal. / ES72-1S	EA	52.55000	0.00	0.00
82		Enviro PH Neutral Hospital Grade Disinfectant, Case, 4x.52 gal / ES64US-1S	EA	47.65000	0.00	0.00
83		Clean & Green Universal Peroxide Cleaner, Case, 2x1.25 gal, 65333-CG	EA	52.55000	0.00	0.00
84		Clean & Green Universal Light Duty Spray Bottle, Each / 65333-BLUE	EA	1.30000	0.00	0.00
85		Clean & Green Universal Heavy Duty Spray Bottle, Each / 65333-RED	EA	1.30000	0.00	0.00
86		ES72 Light Duty Spray Bottle w/Trigger Sprayer, Each / ES72BTL32LDW	EA	1.95000	0.00	0.00
87		ES72 Medium Duty Spray Bottle w/Trigger Sprayer, Each / ES72BTL32MDW	EA	1.95000	0.00	0.00
88		ES72 Heavy Duty Spray Bottle w/Trigger Sprayer, Each / ES72BTL32HDW	EA	1.95000	0.00	0.00

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89		ES64 Disinfectant Spray Bottle w/Trigger Sprayer, Each / ES64BTL-32WT	EA	1.95000	0.00	0.00
90		Spray Trigger - Separate, Each / 9126T	EA	0.65000	0.00	0.00
91		BLENDSAFE-II Dispenser, Each / ES-662, Wall mounted dilution system to dilute ES72 and ES64 or Clean & Green Universal concentrates.	EA	0.00100	0.00	0.00
92		Ice Rid Plus - ICE MELTER	EA	0.01000	0.00	0.00

44LB BAG = \$9.89

40LB PAIL = 14.50

\Melts to -25 degrees below zero.

CONTRACT TERMS AND ADDITIONAL INFORMATION

PERFORMANCE MEASUREMENTS

1. 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. CONTRACTOR'S DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. 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.

3. 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 CONTRACTOR'S CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT 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 & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

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 MARCH 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

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Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 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 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.

State of Vermont

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

CONTRACT



Vendor ID 0000333169
Swish White River, Ltd.
PO Box 855
White River Jct VT 05001
United States

Contract ID 0000000000000000000028467	Page 10 of 11
Contract Dates 01/14/2015 to 01/15/2018	Origin CPS
Description: CPS-BROOMS, MOPS, ETC	Contract Maximum \$999,999.99
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

AMENDMENT#1 (DECEMBER 2015). THIS CHANGE ADDS LINES 69-80. PRICING, TERMS AND CONDITIONS ARE UNCHANGED.

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.

AMENDMENT#2 (JANUARY 2016). THIS CHANGE ADDS LINES 81-91 AND CODES LINE ITEMS 58-64 AS DISCONTINUED. ALL OTHER PRICING, TERMS AND CONDITIONS ARE UNCHANGED.

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.

AMENDMENT#3 (OCTOBER 18, 2016). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 01/15/2018, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 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.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. 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.

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.

State of Vermont

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

CONTRACT



Vendor ID 0000333169
Swish White River, Ltd.
PO Box 855
White River Jct VT 05001
United States

Contract ID 0000000000000000000028467		Page 11 of 11
Contract Dates 01/14/2015 to 01/15/2018		Origin CPS
Description: CPS-BROOMS, MOPS, ETC		Contract Maximum \$999,999.99
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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) .

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@vermont.gov

VENDOR CONTRACT INFORMATION
GARY GERVAIS
PHONE: 802-295-3188 X-117
FAX: 802-295-5494
EMAIL: GARY.GERVAIS@SWISHCLEAN.COM

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: _____