

State of Vermont

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

CONTRACT



Supplier 0000283240
W.B. Mason Co., Inc.
68 Nesti Drive
South Burlington VT 05403
United States

Contract ID 0000000000000000000046268		Page 1 of 15
Contract Dates 08/01/2023 to 07/31/2025		Origin CPS
Description: CPS-BROOMS, MOPS, BRUSHES		Contract Maximum \$180,000.00
Buyer Name Kevin Cooke	Buyer Phone	Contract Status Approved

Phone #: 888/926-2766

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		WET MOP, LOOPED END, BLENDED 4-PLY YARN FIBERS, 5" HEADBAND, LAUNDERABLE, PREMIUM QUALITY, BLUE, SMALL MFR. ABCO #ABOCLM303WBN16	EA	1.94000	0.00	0.00
2		WET MOP, LOOPED END, BLENDED 4-PLY YARN FIBERS, 5" HEADBAND, LAUNDERABLE, PREMIUM QUALITY, BLUE, Medium MFR. ABCO # ABOCLM303WBN20	EA	2.41000	0.00	0.00
3		WET MOP, LOOPED END, BLENDED 4-PLY YARN FIBERS, 5" HEADBAND, LAUNDERABLE, PREMIUM QUALITY, BLUE, LARGE MFR. ABCO # ABOCLM303BWN24	EA	2.78000	0.00	0.00
4		WET MOP CUT END, PREMIUM QUALITY, BLENDED 4 PLY YARN FIBERS, LAUNDERABLE, WHITE, SMALL MFR. ABCO # ABOCM2016S	EA	1.52000	0.00	0.00
5		WET MOP CUT END, PREMIUM QUALITY, BLENDED 4 PLY YARN FIBERS, LAUNDERABLE, WHITE, MEDIUM MFR. ABCO # ABOCM2020S	EA	2.55000	0.00	0.00
6		WET MOP CUT END, PREMIUM QUALITY, BLENDED 4 PLY YARN FIBERS, LAUNDERABLE, WHITE, LARGE MFR. ABCO # ABOCM2024S	EA	2.91000	0.00	0.00

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7		MOP HANDLE APPX 60"L, SS SPRING LOCK GRIP FOR EASY REMOVAL AND REPLACEMENT OF MOP HEAD, ALUMINUM HANDLE, FOR 5" HEADBANDS, MFR. BOARDWALK # BWK610	EA	7.99000	0.00	0.00
8		FINISH MOP PREMIUM, BLENDED COTTON, NOT BANDED, 5" HEADBAND, LOOPED END BLUE/WHITE, SMALL MFR. ABCO # ABOLM203MCSWB	EA	3.91000	0.00	0.00
9		FINISH MOP PREMIUM, BLENDED COTTON, NOT BANDED, 5" HEADBAND, LOOPED END BLUE/WHITE, MEDIUM MFR. ABCO # ABOLM203LCSWB	EA	5.24000	0.00	0.00
10		FINISH MOP PREMIUM, BLENDED COTTON, NOT BANDED, 5" HEADBAND, LOOPED END BLUE/WHITE, LARGE MFR. ABCO # ABOLM203CSN32	EA	4.32000	0.00	0.00
11		FINISH MOP, STANDARD RAYON, BANDED 5" HEADBAND, WHITE, MFR. ABCO # ABOLM-4003MW	EA	4.49000	0.00	0.00
12		MICROFIBER WET MOP PAD, ULTRAFINE 0.2-0.3 DENIER, LAUNDERABLE, 18", MFR. ABCO # ABOMS00012AB	EA	3.19000	0.00	0.00

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13		DUST MOP, WASHABLE & UNTREATED, SEWN CONSTRUCTION TO SYNTHETIC BACKING, NON DISPOSABLE, 24" X 5" L253 MFR. ABCO # ABODMTL16524B	EA	6.58000	0.00	0.00
14		DUST MOP, WASHABLE & UNTREATED, SEWN CONSTRUCTION TO SYNTHETIC BACKING, NON DISPOSABLE, 18" X 5" L252 MFR. ABCO # ABODMTL16518B	EA	5.05000	0.00	0.00
15		DUST MOP, WASHABLE & UNTREATED, SEWN CONSTRUCTION TO SYNTHETIC BACKING, NON DISPOSABLE, 36" X 5" L255 MFR. ABCO # ABODMTL16536B	EA	10.06000	0.00	0.00
16		MICROFIBER DUST MOPPING (DRY) PADS LAUNDERABLE, 18" Q412 MFR. ABCO # ABOMS00012AG	EA	3.00000	0.00	0.00
17		MICROFIBER DUST MOPPING (DRY) PADS LAUNDERABLE, 24" Q424 MFR. RUBBERMAID # RCPBQ42400	EA	16.67000	0.00	0.00
18		MICROFIBER DUST MOPPING (DRY) PADS LAUNDERABLE, 36" Q436 MFR. RUBBERMAID # RCPQ43600GR00	EA	11.66000	0.00	0.00

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19		PAD HOLDERS FOR MICROFIBER PADS, 18" Q500 MFR. ABCO # ABOBH27518	EA	0.63000	0.00	0.00
20		PAD HOLDERS FOR MICROFIBER PADS, 24" Q530 MFR. RUBBERMAID # RCPQ570	EA	34.49000	0.00	0.00
21		PAD HOLDERS FOR MICROFIBER PADS, 36" Q535 MFR. RUBBERMAID # RCPQ580YEL	EA	45.72000	0.00	0.00
22		HANDLES FOR MICROFIBER MOPS 60" ALUMINUM, MFR. RUBBERMAID # RCPQ750YW	EA	7.47000	0.00	0.00
23		MICROFIBER, WIPING CLOTHS, ULTRAFINE 0.2-0.3 DENIER, YELLOW BATHROOM CLOTH Q610, MFR. BOARDWALK # BWK16YELCLOTHV2	EA	0.47000	0.00	0.00
24		MICROFIBER, WIPING CLOTHS, ULTRAFINE 0.2-0.3 DENIER, GREEN GENERAL PURPOSE Q620, MFR. BOARDWALK # BWK16GRECLOTHV2	EA	0.47000	0.00	0.00
25		MICROFIBER, WIPING CLOTHS, ULTRAFINE 0.2-0.3 DENIER, BLUE GLASS Q630, MFR. BOARDWALK # BWK16BLUCLOTHV2	EA	0.47000	0.00	0.00

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26		MICROFIBER FLOOR CLEANING SYSTEM WITH INTEGRATED SOLUTION DISPENSING SYSTEM 22", 3 PAD TYPES, BOTTLE, POLYPROPYLENE TOOL, 55" ALUMINUM HANDLE, MFR. RUBBERMAID # RCP1835528	EA	69.99000	0.00	0.00
27		BLUE MICROFIBER HEAVY DUTY PAD (LAUNDERABLE) MFR. ABCO # ABOMS00012AB	EA	3.19000	0.00	0.00
28		GREEN MICROFIBER MULTI-SURFACE PAD (LAUNDERABLE) MFR. ABCO # ABOMS00012AG	EA	3.00000	0.00	0.00
29		WHITE MICROFIBER DISPOSABLE PAD MFR. RUBBERMAID # RCP2134282	EA	0.44000	0.00	0.00
30		FLOOR BRUSHES (PUSH BROOM), MEDIUM SWEEP, POLYPROPYLENE FILL, THREADED HOLES IN WOOD BLACK FOR HANDLE, 18" WIDTH, #0118 MFR. BOARDWALK # BWK20218	EA	10.57000	0.00	0.00
31		FLOOR BRUSHES (PUSH BROOM), MEDIUM SWEEP, POLYPROPYLENE FILL, THREADED HOLES IN WOOD BLACK FOR HANDLE, 24" # 0124 MFR. BOARDWALK # BWK20224	EA	14.98000	0.00	0.00
32		FLOOR BRUSHES (PUSH BROOM), MEDIUM SWEEP, POLYPROPYLENE FILL, THREADED HOLES IN WOOD BLACK FOR HANDLE, 18" INDOOR/OUTDOOR #0418 MFR. ABCO # ABOBH11007	EA	8.22000	0.00	0.00

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Contract ID 0000000000000000000046268	Page 6 of 15
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33		FLOOR BRUSHES (PUSH BROOM), MEDIUM SWEEP, POLYPROPYLENE FILL, THREADED HOLES IN WOOD BLACK FOR HANDLE, 24" INDOOR/OUTDOOR #0424 MFR. BOARDWALK # BWK20324	EA	13.25000	0.00	0.00
34		BROOM HANDLE, 60" L 15/16" DIA. HARD WOOD, SANDED, SEALED, METAL THREADS, MFR. BOARDWALK # BWK136	EA	3.99000	0.00	0.00
35		CORN BROOM, HOUSEHOLD-TYPE, 55" L 1" DIA. 15" HEAD LENGTH, SEWN, MFR. BOARDWALK # BWK926YEA	EA	8.39000	0.00	0.00
36		ANGLE BROOM, JUMBO SMOOTH SWEEP 55" L, POLYPROPYLENE FILL ANGLE SHAPED, MFR. BOARDWALK # BWKBRMAXIL	EA	5.30000	0.00	0.00
37		COUNTER BRUSH, FINE BRISTLES, MFR. BOARDWALK # BWK5308	EA	3.83000	0.00	0.00
38		SCRUB BRUSH, POLYPROPYLENE FILL, PLASTIC BLOCK WITH HANDLE APPROX 6", MFR. RUBBERMAID # RCP6482COB	EA	1.07000	0.00	0.00
39		DUST PAN, HEAVY-DUTY PLASTIC, APPROX. 13" X 8", 5" HANDLE, MFR. RUBBERMAID # RCP2005CHA	EA	2.03000	0.00	0.00

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40		DUST PAN, UPRIGHT 12" X 8" X 2" HEAVY DUTY, MFR. RUBBERMAID # RCP253100BK	EA	8.85000	0.00	0.00
41		DUST PAN, HEAVY-DUTY STEEL ONE PIECE, BEVELED EDGES 12" W MFR. IMPACT # IMP4212	EA	7.03000	0.00	0.00
42		FLOOR PADS; NO SECONDS ALLOWED 13" STANDARD VARIOUS USE/COLOR, MFR. NIAGARA/3M # WBM410013WB / WBM510013WB / WBM530013WB / WBM720013WB	EA	1.17000	0.00	0.00
43		FLOOR PADS; NO SECONDS ALLOWED 17" STANDARD VARIOUS USE/COLOR, MFR. NIAGARA/3M # WBM410017WB / WBM510017WB / WBM530017WB / WBM720017WB	EA	1.75000	0.00	0.00
44		FLOOR PADS; NO SECONDS ALLOWED 18" STANDARD VARIOUS USE/COLOR, MFR. BOARDWALK # BWK4018RED / BWK4018WHI / BWK4018BLA / BWK4018GRE	EA	3.41000	0.00	0.00
45		FLOOR PADS; NO SECONDS ALLOWED 19" STANDARD VARIOUS USE/COLOR, MFR. NIAGARA/3M # WBM410019WB / WBM510019WB / WBM720019WB	EA	2.51000	0.00	0.00
46		FLOOR PADS; NO SECONDS ALLOWED 20" STANDARD VARIOUS USE/COLOR, MFR. NIAGARA/3M # WBM410020WB / WBM510020WB / WBM540020WB / WBM720020WB / WBM530020WB	EA	2.47000	0.00	0.00

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47		BURNISHER PADS HIGH SPEED 20" BEIGE, MFR. NIAGARA/3M # WBM340020WB	EA	2.47000	0.00	0.00
48		CLEANING PADS FOR HARD SURFACES NYLON APPROX. 6"X9", MFR. BOARDWALK # BWK196	EA	0.27000	0.00	0.00
49		SCRUBBER SPONGE CELLULOSE W/SCRUBBER(NYLON) SURFACE ONE SIDE APPROX 3.5" X 6" X 1", MFR. BOARDWALK # BWK174	EA	0.72000	0.00	0.00
50		MOP BUCKET PLASTIC AND WRINGER COMBINATION: 26-35 QUART CAPACITY, LARGE SIDE PRESS RINGER, MFR. WINCO # WNCMPB36	EA	62.89000	0.00	0.00
51		WRINGER ONLY FOR ABOVE MFR. WINCO # WNCMPB36W	EA	33.78000	0.00	0.00
52		BUCKET ONLY FOR ABOVE MFR. WINCO # WNCMPB36B	EA	45.00000	0.00	0.00
53		PAIL HEAVY DUTY 3.5 GAL. CHEMICAL RESISTANT POUR SPOUT, MFR. RUBBERMAID # RCP296300GY	EA	8.22000	0.00	0.00
54		BOTTLE 24-26OZ TRANSLUCENT PLASTIC W/GRADATION MARKS, HEAVY DUTY, CHEMICAL RESISTANT. WITH TRIGGER SPRAY HEAD PISTOL GRIP, ONE HAND OPERATION: CHEMICAL, LEAK AND DRIP RESISTANT, MFR. TOLCO # TOL120119 + TOC110242	EA	1.29000	0.00	0.00

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55		TRIGGER SPRAY HEAD ONLY TO FIT ABOVE TYPE BOTTLE MFR. TOLCO # TOC110242	EA	0.65000	0.00	0.00
56		BOTTLE ONLY, SAME AS ABOVE MFR. TOLCO # TOL120119	EA	0.64000	0.00	0.00
57		WASTE CONTAINER, 55 GAL, W/O LID, PROFESSIONAL GRADE PLASTIC, REINFORCE RIM, BUILT-IN HANDLES, MFR. RUBBERMAID # RCP265500GY	EA	41.37000	0.00	0.00
58		DOLLY FOR 55 GAL OR 32 GAL WASTE CONTAINER, MFR. RUBBERMAID # RCP264000BK	EA	25.96000	0.00	0.00
59		CADDY BAG FOR WASTE CONTAINER 20" X 20", MFR. RUBBERMAID # RCP264200YW	EA	19.12000	0.00	0.00
60		WASTE CONTAINER, 23 GAL APPROX. 14" (SQUARE) X 28"H, DURABLE PLASTIC INDOOR/OUTDOOR, MFR. RUBBERMAID # RCP356988BG	EA	34.93000	0.00	0.00
61		LID FOR 23 GAL. WASTE CONTAINER, DROP & SWING DESIGN, APPROX. 14" (SQUARE) X 4" H, MFR. WINCO # WNCPTCSL23G	EA	23.84000	0.00	0.00

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62		RECYCLE BOX 12.5 GAL CAPACITY, APPROX. 20 X 15 X 14 BLUE WITH "RECYCLE" & SYMBOL, MFR. RUBBERMAID # RCP571473BE	EA	16.99000	0.00	0.00
63		WASTEBASKET HEAVY-DUTY SOFT PLASTIC 28 QUART, MFR. RUBBERMAID # RCP295600BK	EA	4.99000	0.00	0.00
64		FLOOR SIGN "CAUTION WET FLOOR" APPROX 25" H 2-SIDED, MULTI-LINGUAL, YELLOW, MFR. RUBBERMAID # RCP611277YW	EA	8.46000	0.00	0.00
65		TOILET BOWL BRUSH: 12" HANDLE, SYNTHETIC YARN, PLASTIC SLIDING WIRING GUARD, MFR. BOARDWALK # BWK00170EA	EA	2.15000	0.00	0.00
66		TOILET BOWL BRUSH: 17" HANDLE PLASTIC FILL, MFR. RUBBERMAID # RCP631000WE	EA	1.45000	0.00	0.00
67		SANITARY NAPKIN RECEPTACLE, RIGID LINER, TIGHT FITTING LID, APPROX. 12" X 5 X 11. MFR. HOSPECO # HOS250201W	EA	20.49000	0.00	0.00
68		WAXED BAGS FOR SANITARY NAPKIN DISPOSAL APPROX 10 X 3 X 9, 50 BAGS/CTN, MFR. HOSPECO # HOS260	EA	0.04000	0.00	0.00

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69		SANITARY NAPKINS, FOR VENDING MACHINES 250/CS MFR. HOSPECO # HOSMT4	EA	0.18000	0.00	0.00
70		JANITOR CART, ZIPPERED BAG FOR TRASH NON-MARKING WHEELS AND CASTERS, MFR. RUBBERMAID # RCP617388BK	EA	127.87000	0.00	0.00
71		SQUEEGEE, WINDOW: BRASS OR STAINLESS STEEL W/CHANNEL, 12" MFR. ABCO # ABO-BH-15006	EA	2.46000	0.00	0.00
72		SQUEEGEE, WINDOW: BRASS OR STAINLESS STEEL W/CHANNEL, 18" MFR. UNGER # UNGPR45	EA	22.92000	0.00	0.00
73		STRIP AND WAX TREADS: BOOTIES TO COVER WORK SHOES TO ANKLE-SKID RESISTANT, ABRASIVE OUTSOLES, WATERPROOF SIZE S MFR. IMPACT # IMP7313S	EA	56.20000	0.00	0.00
74		STRIP AND WAX TREADS: BOOTIES TO COVER WORK SHOES TO ANKLE-SKID RESISTANT, ABRASIVE OUTSOLES, WATERPROOF SIZE M MFR. IMPACT # IMP7313M	EA	56.20000	0.00	0.00
75		STRIP AND WAX TREADS: BOOTIES TO COVER WORK SHOES TO ANKLE-SKID RESISTANT, ABRASIVE OUTSOLES, WATERPROOF SIZE L MFR. IMPACT # IMP7313L	EA	56.20000	0.00	0.00

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76		STRIP AND WAX TREADS: BOOTIES TO COVER WORK SHOES TO ANKLE-SKID RESISTANT, ABRASIVE OUTSOLES, WATERPROOF SIZE XL MFR. IMPACT # IMP7313XL	EA	56.20000	0.00	0.00
77		EASY TRAP DUSTER, 6" X 8" SHEETS X 125' PER CASE MFR. 3M # MMM55654W	EA	66.96000	0.00	0.00
78		DISPENSING UNIT FOR FEMININE PRODUCTS, SANITARY NAPKINS, TAMPONS MFR. HOSPECO # HOSEVNT4	EA	319.99000	0.00	0.00
79		ENVIRO SOLUTIONS ES91 DEEP SCRUB 1-GAL MFR. CHARLOTTE # ENEES914	EA	8.41000	0.00	0.00
80		CONTAINER FOR LANDFILL TRASH, GRAY 50 GAL, 19.5" SQUARE X 34" HIGH MFR. RUBBERMAID # RCP3959GRA	EA	162.99000	0.00	0.00
81		CONTAINER FOR LANDFILL TRASH, GRAY 35 GAL, 19.5" SQUARE X 27.6" HIGH MFR. RUBBERMAID # RCP3958GRA	EA	103.99000	0.00	0.00
82		CONTAINER FOR MIXED RECYCLING & 5 CENT BOTTLES, BLUE, 50 GAL, 19.5" SQUARE X 34" HIGH MFR. RUBBERMAID # RCP395973BLU	EA	231.99000	0.00	0.00

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83		CONTAINER FOR MIXED RECYCLING & 5 CENT BOTTLES, BLUE, 35 GAL, 19.5" SQUARE X 27.6" HIGH MFR. RUBBERMAID # RCP395873BLU	EA	128.98000	0.00	0.00
84		SILENT DEFENDER, STAINLESS STEEL WITH PLASTIC LINER, 12" SQ. X 23" H, 12 GAL. MFR. RUBBERMAID # RCPST12SSPL	EA	543.98000	0.00	0.00
85		SILENT DEFENDER, RED PLASTIC, 12" SQ. X 17" H, 7 GAL. MFR. RUBBERMAID # RCPST7EPLRED	EA	249.50000	0.00	0.00
86		MEDI-CAN STEP CAN, STAINLESS STEEL WITH PLASTIC LINER, 10" DIA. X 15.75"H, 3.5 GAL MFR. SAFCO # SAF9901SS	EA	73.99000	0.00	0.00
87		RUBBERMAID PRODUCTS NOT ALREADY LISTED. 41% DISCOUNT OFF LIST PRICE.	EA	0.01000	0.00	0.00
88		IMPACT PRODUCTS NOT ALREADY LISTED. 41% DISCOUNT OFF LIST PRICE.	EA	0.01000	0.00	0.00
89		CONTINENTAL PRODUCTS NOT ALREADY LISTED. 41% DISCOUNT OFF LIST PRICE.	EA	0.01000	0.00	0.00

State of Vermont

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

CONTRACT



Supplier 0000283240
W.B. Mason Co., Inc.
68 Nesti Drive
South Burlington VT 05403
United States

Contract ID 0000000000000000000046268	Page 14 of 15
Contract Dates 08/01/2023 to 07/31/2025	Origin CPS
Description: CPS-BROOMS, MOPS, BRUSHES	Contract Maximum \$180,000.00
Buyer Name Kevin Cooke	Buyer Phone Approved

Phone #: 888/926-2766

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
90		OTHER PRODUCTS NOT ALREADY LISTED. 35% DISCOUNT OFF LIST PRICE.	EA	0.01000	0.00	0.00

1. PARTIES. THIS IS A CONTRACT FOR COMMODITIES BETWEEN THE STATE OF VERMONT, DEPARTMENT OF BUILDINGS AND GENERAL SERVICES (HEREINAFTER CALLED STATE) AND W.B. MASON CO. INC. WITH A PRINCIPAL PLACE OF BUSINESS IN SOUTH BURLINGTON, VT (HEREINAFTER CALLED CONTRACTOR). CONTRACTORS FORM OF BUSINESS ORGANIZATION IS A CORPORATION. IT IS CONTRACTORS' RESPONSIBILITY TO CONTACT THE VERMONT DEPARTMENT OF TAXES TO DETERMINE IF, BY LAW, CONTRACTOR IS REQUIRED TO HAVE A VERMONT DEPARTMENT OF TAXES BUSINESS ACCOUNT NUMBER.

2. SUBJECT MATTER. THE SUBJECT MATTER OF THIS CONTRACT IS COMMODITIES GENERALLY ON THE SUBJECT OF BROOMS, MOPS AND BRUSHES. DETAILED REQUIREMENTS TO BE PROVIDED BY THE CONTRACTOR ARE DESCRIBED IN ATTACHMENT A.

3. MAXIMUM AMOUNT. AS CONSIDERATION FOR THE COMMODITIES TO BE PROVIDED BY CONTRACTOR, THE STATE AGREES TO PAY CONTRACTOR, IN ACCORDANCE WITH THE PAYMENT PROVISIONS SPECIFIED IN ATTACHMENT B, A SUM NOT TO EXCEED \$180,000.00.

4. CONTRACT TERM. THE PERIOD OF THE CONTRACTOR'S PERFORMANCE SHALL BEGIN ON AUGUST 1, 2023 AND END ON JULY 31, 2025 WITH THE OPTION TO RENEW FOR UP TO TWO ADDITIONAL 12-MONTH PERIODS.

5. PRIOR APPROVALS. THIS CONTRACT SHALL NOT BE BINDING UNLESS AND UNTIL ALL REQUISITE PRIOR APPROVALS HAVE BEEN OBTAINED IN ACCORDANCE WITH CURRENT STATE LAW, BULLETINS, AND INTERPRETATIONS.

6. AMENDMENT. NO CHANGES MODIFICATIONS OR AMENDMENTS IN THE TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE EFFECTIVE UNLESS REDUCED TO WRITING, NUMBERED AND SIGNED BY THE DULY AUTHORIZED REPRESENTATIVE OF THE STATE AND CONTRACTOR.

7. TERMINATION: THE STATE SPECIFICALLY RESERVES THE RIGHT UPON WRITTEN NOTICE TO IMMEDIATELY TERMINATE THE CONTRACT OR ANY PORTION THEREOF AT NO ADDITIONAL COST TO THE STATE, PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE PRODUCTS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THIS CONTRACT. THE STATE ALSO SPECIFICALLY RESERVES THE RIGHT UPON WRITTEN NOTICE, AND AT NO ADDITIONAL COST TO THE STATE, TO IMMEDIATELY TERMINATE THE CONTRACT FOR CONVENIENCE AND/OR TO IMMEDIATELY REJECT OR CANCEL ANY ORDER FOR CONVENIENCE AT ANY TIME PRIOR TO SHIPPING NOTIFICATION.

8. ATTACHMENTS: THIS CONTRACT CONSISTS OF 23 PAGES INCLUDING THE FOLLOWING ATTACHMENTS WHICH ARE INCORPORATED HEREIN:

- a. ATTACHMENT A - STATEMENT OF WORK
- b. ATTACHMENT B - PAYMENT PROVISIONS
- c. ATTACHMENT C DATED 12/15/2017 (STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS)

9. ORDER OF PRECEDENCE: ANY AMBIGUITY CONFLICT OR INCONSISTENCY BETWEEN THE DOCUMENTS COMPRISING THIS CONTRACT SHALL BE RESOLVED ACCORDING TO THE FOLLOWING ORDER OF PRECEDENCE:

- a. STANDARD CONTRACT
- b. ATTACHMENT C (STANDARD CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS)
- c. ATTACHMENT A
- d. ATTACHMENT B

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
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CONTRACT



Supplier 0000283240
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68 Nesti Drive
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Contract ID 0000000000000000000046268	Page 15 of 15
Contract Dates 08/01/2023 to 07/31/2025	Origin CPS
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Buyer Name Kevin Cooke	Buyer Phone Approved

Phone #: 888/926-2766

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

Email: _____

Email: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Items 1 through 90 as identified on Page(s) 1-14 of the Standard Contract Form.
2. **ORDERING:** Contractor offers secure online ordering at www.wbmason.com. You may also place your order via telephone 1-888-WB-MASON (1-888-926-2766) or Email at Elissa.andrews@wbmason.com Sales office hours are from 8 a.m. to 6 p.m. (EST), Monday through Friday. Credit cards are accepted with no minimum orders. If backorders occur, you will be notified at time of order. If you place order via email, or web and backorder occurs of more than two weeks, you will be notified of estimated delivery date.

It is the States preference for the contractor acknowledge receipt of order within 48 hours.

3. **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
4. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
 - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
 - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
5. **DELIVERY:** All pricing is to include F.O.B. delivery to the ordering facility. Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, all packaging and containers shall become 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.
6. **QUALITY:** All products will be new and unused. All products provided by the contractor must

meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

7. **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.
8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

For the Contractor:

Name: Elissa Andrews
Phone: 508-649-7742
Email: Elissa.andrews@wbmason.com

For the State:

Name: Kevin Cooke, State Purchasing Agent
Phone: 802-249-7495
Email: kevin.cooke@vermont.gov

9. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency (State) if not open to other purchasing entities ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Pricing shall be at the rates established on Pages 1-14 of the Standard Contract Form. 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, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoices to the requesting agency, (State) if not open to other purchasing entities.
6. Following complete delivery of the items each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, invoice the State for the full amount of the contract /OR/ in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**ATTACHMENT C: STANDARD STATE PROVISIONS FOR
CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

- 1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- 7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.
- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of

insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or nonrenewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers

compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 (“False Claims Act”); Section 11 (“Whistleblower Protections”); Section 12 (“Location of State Data”); Section 14 (“Fair Employment Practices and Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor 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 that 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>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State.

All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

- 28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.
- 30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.
- 31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:
- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.
For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
 - B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.
- 32. Requirements Pertaining Only to State-Funded Grants:**
- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
 - B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)