

STATE OF VERMONT CONTRACT SUMMARY AND CERTIFICATION ----- Form AA-14 (12/12/2018)

Note: All sections must be completed. Incomplete forms will be returned to the originating department.

I. CONTRACT INFORMATION

Contract# 0000000000000000000042532

Agency/Department: Agency of Administration, Department of Buildings and General Services

1

Vendor Name: RUBIX COMPOSITES, INC.

Vendor Address: PO BOX 3177, WOBURN, MA 01888

Starting Date: 8/20/2021 Ending Date: 8/19/2024

Summary of contract or amendment: CO1 TO EXTEND TERMS

II. FINANCIAL INFORMATION

Maximum Payable: \$250,000.00 Prior Maximum: \$250,000.00 Prior Contract# (if renewal):
Current Amendment Change: Cumulative Amendments: \$0.00 % Cumulative Change: 0%
Business Unit(s): BGS -[notes] VISION Account(s): VARIOUS

Estimated Funding: 0%GF, 0%SF, 0%EF, 0%Other VARIOUS
0%TF, 0%GC-FUND, 0%FF (name)

III. Procurement Performance Information (section A & B)

A. The agency has taken reasonable steps to control the price of the contract and to allow qualified organizations to compete for the work authorized by this contract. The agency has done this through:

- Standard Bid or RFP, Simplified Bid, Sole Sourced (See B), Qualification Based Selection, Statutory

B. If Sole Source Contract, contract form includes self-certification language? Yes, N/A

C. Contract includes performance measures/guarantees to ensure the quality and/or results of the service? Yes, No

VI. Type of Agreement (select all that apply)

- Personal Service, Non-Personal Service, Commodity, Construction, Arch/Eng, Marketing, Info. Tech, Prof Service, Other, Retiree/Former SOV EE, Financial Trans, Zero-Dolla, Privatization*

V. Suitability for Contract Service

Yes, No, n/a Does this contract meet the federal definition of an Independent Contractor? If "NO", the contactor must be set up and paid on payroll through the VTNR system.

VI. Contracting Plan Applicable

Is any element of this contract subject to a pre-approved Agency/Dept. Contracting Waiver Plan? Yes, No

VII. Conflict of Interest

By signing below, I (Agency/Dept. Head) certify that no person able to control or influence award of this contract had a pecuniary interest in its award or performance, either personally or through a member of his or her household, family, or business.

Yes, No Is there an "appearance" of a conflict of interest so that a reasonable person may conclude that this party was selected for improper reasons: (If yes, explain)

VIII. Prior Approvals Required or Requested

- Yes, No Agreement must be Certified by the Attorney General under 3 V.S.A. § 342 (sign line #4 below)
Yes, No Attorney General review As To Form is required (\$25,000 and above) or otherwise requested: (AAG initial)
Yes, No Agreement must be approved by the Secretary of ADS/CIO
Yes, No Agreement must be approved by CMO: for Marketing services over \$25,000
Yes, No Agreement must be approved by Comm. Human Resources approval is required: for Privatization, Retirees Former Employees, and if a Contract fails the IRS test.
Yes, No Agreement must be approved by the Secretary of Administration

IX. AGENCY/DEPARTMENT HEAD CERTIFICATION; APPROVAL

I have made reasonable inquiry as to the accuracy of the above information (sign in order):

5/16/2023

DocuSigned by: David DiBian

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Table with 5 columns: 1-Date, 1-Agency/Department Head, 2-Date, 2-Agency Secretary (if required), 3a-Date, 3a-CIO, 3b-Date, 3b-CMO, 3c-Date, 3c-Commissioner DHR, 4-Date, 4-Attorney General, 5-Date, 5-Secretary of Administration

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and Rubix Composites, Inc., with a principal place of business in Woburn, MA (the "Contractor") that the contract between them originally dated as of August 20, 2021, Contract # 42532, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term**. The Contract end date, wherever such reference appears in the Contract, shall be changed from August 19, 2023 to August 19, 2024. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the 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.

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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.


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The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

Rubix Composites, Inc.

By: _____

By: 

Name: Jennifer Fitch

Name: John Han

Title: Commissioner - Buildings and
General Services

Title: President

Date: _____

Date: 5/17/23