

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Ennis-Flint, Inc, with a principal place of business in Greensboro, NC (the "Contractor") that the contract between them originally dated as of May 9, 2022, Contract # 43730, 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 May 8, 2024 to May 8, 2025.
- II. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced by the Attachment C (Revised December 7, 2023) attached to this Amendment.

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

[Remainder of Page Intentionally Left Blank]

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

STATE OF VERMONT

ENNIS-FLINT, INC

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

Date: _____

Date: _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called “State”), and Ennis-Flint, Inc, with a principal place of business in Greensboro, NC, (hereinafter called “Contractor”). Contractor’s form of business organization is corporation. It is Contractor’s 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 Water-Borne Traffic Paint. Detailed requirements to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of 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 \$1,000,000.

4. **Contract Term.** The period of contractor’s performance shall begin on May 9, 2022 and end on May 8, 2024 with two (2), twelve month extension options.

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/Cancellation/Rejection.** 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 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 10 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

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:

(1) Standard Contract

- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B

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: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

Description

Fast Dry White Paint, 250/275 Gallon Tote
Fast Dry Yellow Paint, 250/275 Gallon Tote
Fast Dry White Paint, 55 Gallon Drum
Fast Dry White Paint, 5 Gallon Pail
Fast Dry Yellow Paint, 5 Gallon Pail

Fast Dry Low Temp Yellow Paint, 250/275 Gallon Tote
Fast Dry Low Temp White Paint, 250/275 Gallon Tote
Empty 55 Gallon Drum

1. Contractor shall respond to customer's requests for technical information, and delivery, within 48 hours or less of the contact by the customer.
2. Contractor shall provide paint to meet the following specifications:
 - a. White and Yellow Waterborne Traffic Paint
 - b. Paint must meet the following standards from the latest version of the 2018 Vermont Agency of Transportation 2018 Standard Specifications for Construction
<https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2018%20Standard%20Specifications%20for%20Construction.pdf>
 - c. Paint must meet the standards of Section 708.08(c) of the 2018 Standard Specifications, as follows:
 - i. Waterborne Traffic Paint. Waterborne Traffic Paint shall consist of properly formulated pigment and vehicle to give the desired results. The paint shall show the proper capillary action at the bead surface to provide anchorage, refraction, and reflection when beads are applied at the standard rate of 8 pounds per gallon of paint
 - ii. Materials.
 - Pigments. The pigments used shall be those designated which shall conform to the stated requirements.
 - Titanium Dioxide. Titanium dioxide shall be of the rutile type and shall meet the requirements specified in ASTM D 476, Type II.
 - Vehicle. The vehicle will be water.
 - iii. Composition. The waterborne paint binder shall be a 100% acrylic binder, as determined by infrared analysis according to the requirements of ASTM D 2621 or other standard ASTM methods designated herein. The composition of the paint shall comply with Table 708.08C.

TABLE 708.08C – WATERBORNE TRAFFIC PAINT COMPOSITION

Performance Characteristic	Test Method	White	Yellow/Blue/Green
Pigment content (% by mass)	ASTM D 3723	58% min. / 62% max.	58% min. / 62% max.
Vehicle content (% by mass)	--	38% min. / 42% max.	38% min. / 42% max.
VOC content (lbs/gal)	ASTM D 3960	1.25 lbs/gal (150 g/L) max.	1.25 lbs/gal (150 g/L) max.
Lead content (%)	--	0.005% max.	0.005% max.
Yellow pigment	--	N/A	Yellow #65 or #75
Titanium dioxide, rutile Type II	ASTM D 1394	1.00 lbs/gal (120 g/L) max.	0.21 lbs/gal (25 g/L) max.
Total non-volatile content (% by mass)	ASTM D 2369	76.0% min.	76.0% min.
Total volatile content (% by mass)	ASTM D 2369	25% max.	25% max.
Total non-volatile content, by volume	ASTM D 2697	62.0% min.	62.0% min.
Density	ASTM D 1475	14.0 ± 0.33 lbs/gal (1.68 ± 0.04 kg/L)	13.6 ± 0.33 (1.63 ± 0.04 kg/L)
Paint pH	--	9.6 min.	9.6 min.
Close cup flash point	ASTM D 3278	140°F (60°C) min.	140°F (60°C) min.

3. Paint shall meet the standards of Section 708.08(c), as specifically supplemented by General Special Provisions: GSP-1813, January 25, 2022, which include, in relevant part, additions by GSP-1803 7-23-2019 to 708.08 of the Standard Specifications
https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2022-01-25%20-%202018_General_Special_Provisions.pdf

708.08 PAINT FOR PAVEMENT MARKINGS is hereby modified by adding the following two rows to Table 708.08C, immediately after the row for “Close cup flash point”.

Viscosity	ASTM D 562	78 Krebs min./ 95 Krebs max.	78 Krebs min./ 95 Krebs max.
Dry Time	ASTM D 711	10 minutes max	10 minutes max.

4. The paint shall be formulated and processed specifically for service as a binder for reflective beads, in such a manner as to produce maximum adhesion, refraction and retro reflection. Any capillary action of the paint shall not be such as to cause complete coverage of the beads.
- The paint shall be fully emulsified/mixed prior to shipment so as to remain homogenous for a thirty (30) day time period after delivery. If necessary, vendor shall mix or otherwise process the product prior to shipment.
 - The paint shall dry on a road surface to a strongly adherent uniform noncracking film that will not turn dark in sunlight or show considerable discoloration with age. It shall be easily and uniformly applicable with mechanical line-marking equipment and shall have excellent covering properties. The paint shall be suitable for binding glass beads so as to produce a highly weather resistant traffic line.
 - LABELING: Each container shall be clearly labeled with: “Fast Drying [WHITE or YELLOW] Waterborne Traffic Paint, batch number, paint weight, tare and gross weight, date manufactured, and name of contractor.

5. **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.
6. **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.
7. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. 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.
- a. **DELIVERY LOCATIONS:** Deliveries for locations are Berlin, Mendon, and Colchester, Vermont.
- b. **DELIVERY NOTIFICATION:** Contractor is required to notify the Traffic Shop for the relevant region:
- i. Mendon – (802) 786-5826
- ii. Colchester – (802) 655-1580
- iii. Berlin – (802) 917-2879

24 hours prior to delivery. Notification calls shall be placed during the hours of 7:00 AM and 3:00 PM on standard business days, and weekend and holiday time shall not be counted as part of the required advance notification. FAILURE TO NOTIFY IN ADVANCE WILL RELIEVE AOT OF THE RESPONSIBILITY FOR UNLOADING FOR UP TO 48 HOURS AFTER DELIVERY.

- c. DELIVERY TIME:
 - i. Mendon and Colchester: Delivery must occur early morning, between 7:00 and 7:30 AM unless otherwise specifically agreed in writing by the State.
 - ii. Berlin: Delivery must occur between 7:00 AM – 3:00 PM unless otherwise specifically agreed in writing by the State.
 - d. LATE DELIVERY PENALTY: A penalty of one dollar per gallon per day will be imposed when a scheduled delivery is late by more than three calendar days.
8. **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.
9. **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.
10. **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:
- e. **For the Contractor:**

Name:	Kelli AH-Keen
Phone:	(336) 308-3794
Email:	KAH-Keen@ppg.com
 - f. **For the State:**

Name:	Mike Kennedy, State Purchasing Agent
Address:	133 State Street, Montpelier, VT 05633-3001
Phone:	(802) 249-5058
Fax:	(802) 828-2222
Email:	Michael.N.Kennedy@Vermont.Gov
11. **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 of Vermont 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 ordering materials and shall specify the address to which payments will be sent
4. **PRICING:**

Quantity	Unit	Description	Unit Cost	Ext. Cost
Section A				
	Gal	Fast Dry White Paint, 250/275 Gallon Tote	\$15.098	
	Gal	Fast Dry Yellow Paint, 250/275 Gallon Tote	\$15.282	
	Gal	Fast Dry White Paint, 55 Gallon Drum	\$16.13	
	Gal	Fast Dry White Paint, 5 Gallon Pail	\$17.168	
	Gal	Fast Dry Yellow Paint, 5 Gallon Pail	\$25.00	
Section B				
	Gal	Fast Dry Low Temp Yellow Paint, 250/275 Gallon Tote	\$14.761	
	Gal	Fast Dry Low Temp White Paint, 250/275 Gallon Tote	\$13.872	
	Ea	Empty 55 Gallon Drum	\$127.00	

5. **DELIVERY:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. 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.
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, within 30 business days, invoice the State in accordance with the rates specified in Attachment
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**

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