

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 T-S Envelope LLC d/b/a Tri-State Envelope, with a principal place of business in Ashland, PA (the "Contractor") that the contract between them originally dated as of April 1, 2021, Contract # 43937, 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 March 31, 2024 to March 31, 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. 3, 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

**T-S ENVELOPE LLC
d/b/a TRI-STATE ENVELOPE**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

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>.

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and T-S Envelope LLC d/b/a Tri-State Envelope, with a principal place of business in Ashland, PA (the "Contractor") that the contract between them originally dated as of April 1, 2021 Contract # 43937, 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 March 31, 2023 to March 31, 2024. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- II. **Attachment A, Scope of Services.** The scope of services is amended as follows:

Section 1 of Attachment A is amended by the addition of the following:

Line 40: ENVELOPE- 9x12 CATALOG
24# WHITE WOVE, GUMMED FLAP
WINDOW- 4 ½" x 1 ¾", 2 ½" LEFT, 7/8" BOTTOM

200 Cartons: \$90.65
72 Cartons: \$95.96
36 Cartons: \$126.25

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. 2, all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT

**T-S ENVELOPE LLC
d/b/a TRI-STATE ENVELOPE**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, the Office of Purchasing and Contracting (the "State") and T-S Envelope LLC d/b/a Tri-State Envelope, an LLC, with a principal place of business in Ashland, PA (the "Contractor") that the contract between them originally dated as of April 1, 2021, Contract # 43937, 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 October 14, 2022 to March 31, 2023. The Contract Term may be renewed for two additional twelve-month periods.

- II. **Line Item Pricing.** Line Item pricing is amended as follows:

Section 1 of Attachment A is hereby deleted in its entirety and replaced as set forth below:
 1. Line Items 1-31 as reflected in attached contract.

- III. **Additional Line Items.** This Contract is amended by the addition of the following line items at pricing as reflected in Contract Line Items 32-39:

32	INDUSTRY STANDARD, #10 REGULAR - SECURITY TINT - WHITE WOVE PLAIN, 24# UNPRINTED, PC CONTENT - 30% ENVELOPE - #10 - 4.125 X 9.5 - WHITE - DIAGONAL SEAMS - WITH INSIDE TINT
33	INDUSTRY STANDARD - #10 WINDOW - NO SECURITY TINT - WINDOW PLACEMENT 1/2" FROM BOTTOM, 7/8" FROM LEFT, WINDOW LENGTH 4-1/2" WINDOW HEIGHT 1-1/8", NO SECURITY TINT- #24 - POST CONSUMER CONTENT: 30%
34	INDUSTRY STANDARD - NO. 6-3/4, REGULAR, WHITE WOVE, PLAIN, REGULAR, 24#, POST CONSUMER CONTENT: 30%
35	#10 RIGHT WINDOW ENVELOPE, 1-1/8" x 4-1/2" , 4-1/8" left, 1/2" bottom - 24# - PCW 30%
36	#10 OUTLOOK ENVELOPE - 4-1/8" X 9-1/2", MUST HAVE SECURITY TINT, 24# WHITE WOVE, POST CONSUMER CONTENT: 30%
37	9 x 12 CATALOG ENVELOPE - 9" x 12", CENTER SEAM OPEN END, 28# WHITE WOVE, PEEL AND SEAL GUM
38	#6 SPECIAL ENVELOPE - 6" x 9- 1/2" DIAGONAL SEAM. WINDOW PLACEMENT 1-1/16" x 3-1/2", 1/2" LEFT, 2-7/16" BOTTOM

39	SPECIAL #3 BUSINESS ENVELOPE WITH WINDOW - 5 - 3/4" x 8- 7/8" SIDE SEAM, WINDOW PLACEMENT 1-1/8" x 3-1/2" , 7/8" LEFT , 1/2" BOTTOM, #24
----	--

IV. **Attachment D, Federal Terms Supplement.** This Contract is amended by the addition of Attachment D.

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>

State and Federal Terms for Products and Services. Contractor agrees that "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 28, 2022)" which is attached as Attachment D to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

This document consists of 16 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

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

STATE OF VERMONT

T-S Envelope LLC d/b/a Tri-State Envelope LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment D

STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

for all Contracts and Purchases of Products and Services Using Federal Funds

(Revision date: July 28, 2022)

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
 - b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
 - c. No compensation will be allowed for items eliminated from the Contract.
 - d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.
2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
- e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

- f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.

State of Vermont

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

CONTRACT



Supplier 0000404931
Tri-State Envelope
1 Ogler Place
Ashland PA 17921
USA

Contract ID 0000000000000000000043937		Page 1 of 11
Contract Dates 04/01/2021 to 03/31/2023		Origin VCI
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Peter DeVerna	Buyer Phone	Contract Status Approved

Phone #:

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

1		INDUSTRY STANDARD ENVELOPES - #10 NO SECURITY TINT - WHITE WOVE PLAN, UNPRINTED	T	0.01000	0.00	0.00
---	--	---	---	---------	------	------

Indicate at time of order:

200 Cartons: \$43.46

72 Cartons: \$47.18

36 Cartons: \$58.67

Less than 36 cartons \$107.86

2		INDUSTRY STANDARD - ENVELOPES - #10 WINDOW - Window placement 1/2" from bottom, 7/8" from left, Window Length 4-1/2" window Height 1-1/8", No Security Tint	T	0.01000	0.00	0.00
---	--	---	---	---------	------	------

Indicate at time of order:

200 Cartons: \$46.59

72 Cartons: \$51.37

36 Cartons: \$64.72

Less than 36 cartons \$123.53

3		ENVELOPES - #9 REGULAR	T	0.01000	0.00	0.00
---	--	------------------------	---	---------	------	------

Indicate at time of order:

200 Cartons: \$33.96

72 Cartons: \$40.38

36 Cartons: \$53.05

Less than 36 cartons \$120.12

4		ENVELOPES, 6-3/4, REGULAR, WHITE WOVE	T	0.01000	0.00	0.00
---	--	---------------------------------------	---	---------	------	------

Indicate at time of order:

200 Cartons: \$30.48

72 Cartons: \$41.26

36 Cartons: \$65.23

Less than 36 cartons \$168.84

State of Vermont

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

CONTRACT



Supplier 0000404931
Tri-State Envelope
1 Ogler Place
Ashland PA 17921
USA

Contract ID 0000000000000000000043937		Page 2 of 11
Contract Dates 04/01/2021 to 03/31/2023		Origin VCI
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Peter DeVerna	Buyer Phone	Contract Status Approved

Phone #:

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

5		ENVELOPES - #11 - 4-1/2" X 10-3/8"	T	0.01000	0.00	0.00
---	--	------------------------------------	---	---------	------	------

Indicate at time of order:

200 Cartons: \$43.27

72 Cartons: \$55.00

36 Cartons: \$75.91

Less than 36 cartons \$187.98

6		ENVELOPES - #10 RIGHT WINDOW ENVELOPE, 1 - 1/8" x 4-1/2" , 4-1/8" left, 1/2" bottom	T	0.01000	0.00	0.00
---	--	---	---	---------	------	------

Indicate at time of order:

200 Cartons: \$40.04

72 Cartons: \$48.09

36 Cartons: \$63.75

Less than 36 cartons \$145.43

7		COMMERCIAL ENVELOPES - 6 3/4" Outlook - 3- 5/8" x 6- 1/2" Window placement 1/2" from the bottom 7/8" for the Left, Window Length 4-1/2" Window Height 1", no security tint	T	0.01000	0.00	0.00
---	--	--	---	---------	------	------

Indicate at time of order:

200 Cartons: \$40.05

72 Cartons: \$48.09

36 Cartons: \$63.75

Less than 36 cartons \$223.96

8		ENVELOPES - #12 ENVELOPES - 4-3/4" X 11"	T	0.01000	0.00	0.00
---	--	--	---	---------	------	------

Indicate at time of order:

200 Cartons: \$56.04

72 Cartons: \$81.59

36 Cartons: \$115.77

Less than 36 cartons \$194.69

State of Vermont

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

CONTRACT



Supplier 0000404931
Tri-State Envelope
1 Ogler Place
Ashland PA 17921
USA

Contract ID 000000000000000000043937		Page 3 of 11
Contract Dates 04/01/2021 to 03/31/2023		Origin VCI
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Peter DeVerna	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		ENVELOPES - #7 REGULAR ENVELOPE - 3-3/4" X 6-3/4", side seam required, no security tint, Bulk Pack	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$31.53 72 Cartons: \$42.36 36 Cartons: \$61.49 Less than 36 cartons \$170.42				
10		ENVELOPES - #10 OUTLOOK - 4-1/8" X 9-1/2" SECURITY TINT	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$47.91 72 Cartons: \$53.91 36 Cartons: \$69.36 Less than 36 cartons \$140.84				
11		ENVELOPES - 6"X9-1/2" BOOKLET ENVELOPES, 28#, WHITE WOVEN SIDE SEAM CONSTRUCTION, NO WINDOW	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$63.60 72 Cartons: \$88.54 36 Cartons: \$119.91 Less than 36 cartons \$193.39				
12		NO LONGER AVAILABLE	T	0.01000	0.00	0.00
13		ENVELOPES - #10 OUTLOOK - 4-1/8" X 9-1/2", SIDE SEAM REQUIRED, SECURITY TINT	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$36.56 72 Cartons: \$43.09 36 Cartons: \$56.16 Less than 36 cartons \$124.01				

State of Vermont

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

CONTRACT



Supplier 0000404931
Tri-State Envelope
1 Ogler Place
Ashland PA 17921
USA

Contract ID 000000000000000000043937		Page 4 of 11
Contract Dates 04/01/2021 to 03/31/2023		Origin VCI
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Peter DeVerna	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
14		NO LONGER AVAILABLE	T	0.01000	0.00	0.00
15		9" X 12" Booklet Envelope WITH REGULAR GUM SEAL, 28# WHITE WOVE	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$127.27 72 Cartons: \$148.97 36 Cartons: \$206.01 Less than 36 cartons \$379.78				
16		#10 Outlook Envelope, 4-1/8" X 9.5", side seam required, Window Placement 7/16" from bottom, 7/8" from left, Window Length 4-1/2" Window height 1-1/8" White Woven	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$40.05 72 Cartons: \$48.09 36 Cartons: \$63.75 Less than 36 cartons \$145.43				
17		#9 Regular Envelope, Side Seam Regular Envelope, 1-3/16 Straight Flap, No Security Tint	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$31.47 72 Cartons: \$36.22 36 Cartons: \$46.61 Less than 36 cartons \$101.07				
18		#6 Special Envelopes - 6" x 9- 1/2" Diagonal seam required, Commercial Flap, Angle depth 1- 5/8", The Throat must be between 10mm and 15mm, No Security Tint. Bulk Pack	T	0.01000	0.00	0.00
		Indicate at time of order: Side Seam 200 Cartons: \$69.78 72 Cartons: \$100.91 36 Cartons: \$142.20 Less than 36 cartons \$231.08				
		Diagonal 200 Cartons: \$67.90 72 Cartons: \$88.97 36 Cartons: \$110.03 Less than 36 cartons \$164.68				

State of Vermont

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

CONTRACT



Supplier 0000404931
Tri-State Envelope
1 Ogler Place
Ashland PA 17921
USA

Contract ID 0000000000000000000043937		Page 5 of 11
Contract Dates 04/01/2021 to 03/31/2023		Origin VCI
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Peter DeVerna	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
19		#6 Special Envelopes - 6" x 9- 1/2" Side Seam required, Commercial Flap, Angle Depth 1- 5/8", The Throat must be between 10mm and 15mm, No Security Tint. Bulk Pack	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$71.11 72 Cartons: \$94.38 36 Cartons: \$118.41 Less than 36 cartons \$179.55				
20		#6 Special Envelopes - 6" x 9 -1/2" Diagonal Seam required, Window placement 1-1/6" x 3-1/2", 1/2" left, 2-7/16" bottom	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$65.61 72 Cartons: \$96.18 36 Cartons: \$137.77 Less than 36 cartons \$225.26				
21		Special #3 Business Reply Envelope - 5- 3/4" x 8- 7/8", side seam required,Throat angle must be between 5 degrees min. and 20 degrees max, the throat depth must be between 10mm and 22mm. no security tint, bulk pack.	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$65.61 72 Cartons: \$96.18 36 Cartons: \$137.27 Less than 36 cartons \$225.26				
22		Special #3 Business Reply Envelope with Window - 5 - 3/4 x 8 - 7/8" Side seam, window placement 1-1/8" x 3-1/2", 7/8" left, 1/2" bottom.	T	0.01000	0.00	0.00
		Indicate at time of order: 200 Cartons: \$66.58 72 Cartons: \$96.52 36 Cartons: \$136.93 Less than 36 cartons \$221.23				

State of Vermont

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

CONTRACT



Supplier 0000404931
Tri-State Envelope
1 Ogler Place
Ashland PA 17921
USA

Contract ID 000000000000000000043937		Page 6 of 11
Contract Dates 04/01/2021 to 03/31/2023	Origin VCI	
Description: CPS ENVELOPES	Contract Maximum \$200,000.00	
Buyer Name Peter DeVerna	Buyer Phone	Contract Status Approved

Phone #:

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

23		#10 Security Tinted Window Envelope 4-1/8" X 9-1/2", 24# Recycled paper, diagonal seams, v-flap and meets USPS automation requirements (FAST FORWARD)	T	0.01000	0.00	0.00
----	--	--	---	---------	------	------

Bottom portion of window should be 11/16" from bottom of envelope and 7/8" from left. Window size 1-1/8" x 4-1/2".
Flaps should be around 1-3/4" at the widest point.

Indicate at time of order:

200 Cartons: \$47.91
72 Cartons: \$53.91
36 Cartons: \$69.36
Less than 36 cartons \$140.84

24		#10 Non-Security Tinted Window Envelope 4-1/8" X 9-1/2" 24# Recycled Paper, diagonal seams, V-flaps and meets the USPS automation requirements(FAST FORWARD).	T	0.01000	0.00	0.00
----	--	---	---	---------	------	------

Bottom portion of window should be 11/16" from bottom of envelope and 7/8" from left. Window size 1-1/8" x 4-1/2".
Flaps should be around 1-3/4" at the widest point. 2,000 per carton.

Indicate at time of order:

Side Seam
200 Cartons: \$40.05
72 Cartons: \$48.09
36 Cartons: \$63.75
Less than 36 cartons \$145.43

Diagonal Seam
200 Cartons: \$46.59
72 Cartons: \$57.37
36 Cartons: \$64.72
Less than 36 cartons \$123.53

25		NO LONGER AVAILABLE	T	0.01000	0.00	0.00
----	--	---------------------	---	---------	------	------

State of Vermont

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

CONTRACT



Supplier 0000404931
Tri-State Envelope
1 Ogler Place
Ashland PA 17921
USA

Contract ID 000000000000000000043937		Page 7 of 11
Contract Dates 04/01/2021 to 03/31/2023		Origin VCI
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Peter DeVerna	Buyer Phone	Contract Status Approved

Phone #:

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

26		ENVELOPE - 6" X 9.5" - WHITE - DIAGONAL SEAMS - WITH INSIDE TINT, Laser Poly	T	0.01000	0.00	0.00
----	--	--	---	---------	------	------

Indicate at time of order:

5000 - \$608.71
10,000 - \$347.12
25,000 - \$161.18
50,000 - \$113.32
75,000 - \$99.63
100,000 - \$92.42

27		ENVELOPE - 6" X 9.5" - WHITE - DIAGONAL SEAMS - WITHOUT INSIDE TINT, Laser Poly	T	0.01000	0.00	0.00
----	--	---	---	---------	------	------

Indicate at time of order:

5000 - \$504.78
10,000 - \$304.30
25,000 - \$146.80
50,000 - \$106.15
75,000 - \$94.48
100,000 - \$88.28

28		ENVELOPE - 5.75" X 8.87" - WHITE - DIAGONAL SEAMS - WITH INSIDE TINT, laser poly	T	0.01000	0.00	0.00
----	--	--	---	---------	------	------

Indicate at time of order:

5000 - \$599.82
10,000 - \$343.08
25,000 - \$159.42
50,000 - \$112.32
75,000 - \$98.43
100,000 - \$91.24

29		ENVELOPE - 5.75" X 8.87" - WHITE - DIAGONAL SEAMS - WITHOUT INSIDE TINT, laser Poly	T	0.01000	0.00	0.00
----	--	---	---	---------	------	------

Indicate at time of order:

5000 - \$501.63
10,000 - \$302.20
25,000 - \$145.59
50,000 - \$102.18
75,000 - \$93.50
100,000 - \$87.30

State of Vermont

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

CONTRACT



Supplier 0000404931
Tri-State Envelope
1 Ogler Place
Ashland PA 17921
USA

Contract ID 000000000000000000043937		Page 8 of 11
Contract Dates 04/01/2021 to 03/31/2023		Origin VCI
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Peter DeVerna	Buyer Phone	Contract Status Approved

Phone #:

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

30		ENVELOPE - #10 - 4.125" X 9.5" - WHITE - DIAGONAL SEAMS - WITH INSIDE TINT, Laser Poly	T	0.01000	0.00	0.00
----	--	--	---	---------	------	------

Indicate at time of order:

5000 - \$484.16
10,000 - \$124.36
25,000 - \$84.86
50,000 - \$73.29
75,000 - \$68.24

31		ENVELOPE - #10 - 4.125" X 9.5" - WHITE - DIAGONAL SEAMS - WITHOUT INSIDE TINT, Laser Poly	T	0.01000	0.00	0.00
----	--	---	---	---------	------	------

Indicate at time of order:

5000 - \$488.33
10,000 - \$238.86
25,000 - \$78.53
50,000 - \$68.81
75,000 - \$64.66

32		ENVELOPE- #10 REGULAR- SEC TINT- WHITE WOVE PLAIN- 24# UNPRINTED, PC CONTENT- 4-1/8 x 9-1/2- WHITE DIAGONAL SEAMS W/ INSIDE TINT			0.00	0.00
----	--	---	--	--	------	------

Indicate at time of order:

200 Cartons: \$39.40
72 Cartons: \$41.89
36 Cartons: \$50.74
Less than 36 cartons \$68.38

33		ENVELOPE- #10 WINDOW- NO TINT- WINDOW PLACEMENT 1/2" FROM BOTTOM, 7/8" FROM LEFT, WINDOW LENGTH 4-1/2", WINDOW HEIGHT 1-1/8", #24- WHITE WOVE			0.00	0.00
----	--	--	--	--	------	------

Indicate at time of order:

200 Cartons: \$31.34
72 Cartons: \$34.53
36 Cartons: \$41.66
Less than 36 cartons \$58.29

State of Vermont

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

CONTRACT



Supplier 0000404931
Tri-State Envelope
1 Ogler Place
Ashland PA 17921
USA

Contract ID 000000000000000000043937		Page 9 of 11
Contract Dates 04/01/2021 to 03/31/2023		Origin VCI
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Peter DeVerna	Buyer Phone	Contract Status Approved

Phone #:

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

34		ENVELOPE- NO. 6-3/4, REGULAR, WHITE WOVE, PLAIN, 24#			0.00	0.00
----	--	--	--	--	------	------

Indicate at time of order:

200 Cartons: \$23.79
72 Cartons: \$29.69
36 Cartons: \$40.21
Less than 36 cartons \$73.93

35		ENVELOPE- #10 RIGHT WINDOW- 1-1/8"x4-1/2", 4-1/8" LEFT, 1/2" BOTTOM, 24#			0.00	0.00
----	--	--	--	--	------	------

Indicate at time of order:

200 Cartons: \$31.34
72 Cartons: \$34.53
36 Cartons: \$41.66
Less than 36 cartons \$58.29

36		ENVELOPE- #10 OUTLOOK- 4-1/8" x 9-1/2", MUST HAVE SECURITY TINT, 24#- WHITE WOVE			0.00	0.00
----	--	--	--	--	------	------

Indicate at time of order:

200 Cartons: \$31.34
72 Cartons: \$34.53
36 Cartons: \$41.66
Less than 36 cartons \$58.29

37		ENVELOPE- 9x12 CATALOG- 9" x 12" CENTER SEAM OPEN END, 28# WHITE WOVE, PEEL AND SEAL GUM			0.00	0.00
----	--	--	--	--	------	------

Indicate at time of order:

#2
200 Cartons: \$138.97
72 Cartons: \$173.20
36 Cartons: \$219.00
Less than 36 cartons \$224.60

#1

72 Cartons: \$271.83
36 Cartons: \$275.83
Less than 36 cartons \$284.62

State of Vermont

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

CONTRACT



Supplier 0000404931
Tri-State Envelope
1 Ogler Place
Ashland PA 17921
USA

Contract ID 000000000000000000043937	Page 10 of 11
Contract Dates 04/01/2021 to 03/31/2023	Origin VCI
Description: CPS ENVELOPES	Contract Maximum \$200,000.00
Buyer Name Peter DeVerna	Buyer Phone Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
38		ENVELOPE- #6- 6" X 9-1/2" DIAGONAL SEAM- WINDOW PLACEMENT 1-1/16" X 3-1/2", 1/2" LEFT, 2-7/16" BOTTOM			0.00	0.00
		Indicate at time of order: 200 Cartons: \$56.52 72 Cartons: \$61.44 36 Cartons: \$74.51 Less than 36 cartons \$93.94				
39		ENVELOPE- #3 BUSINESS ENVELOPE WITH WINDOW- 5-3/4" X 8-7/8" SIDE SEAM, WINDOW PLACEMENT 1-1/8" X 3-1/2", 7/8" LEFT, 1/2" BOTTOM. #24			0.00	0.00
		Indicate at time of order: 200 Cartons: \$40.58 72 Cartons: \$49.52 36 Cartons: \$63.98 Less than 36 cartons \$103.24				

State of Vermont
Department of Buildings and General Services
Office of Purchasing & Contracting
133 State Street, 5th Floor
Montpelier, Vermont 05633-8000
<http://bgs.vermont.gov/purchasing>

[phone] 802-249-1654

TO: File

FROM: Peter DeVerna, Purchasing Agent

DATE: July 21, 2022

SUBJECT: Novation – Contract 43937– T-S Envelopes (Old Contract 41482) – Add to CTS

A Novation was done effective 6/6/2022, Contract 43937, by which T-S Envelope, LLC d/b/a Tri-State Envelope assumed all the rights, benefits, duties, undertakings, liabilities, and obligations of Contract 41482 with Tri-State Envelope Corporation.

Upon signing of the Novation and Amendment (included in this package) the Contract number was changed to 43937, for the new contract with T-S Envelope, LLC. The unspent balance of the prior contract 41482 with Tri-state Envelope Corporation, is \$21,014.30 remaining, out of an original \$200,000.00. Per current instructions of the Attorney General, the dollar amount of the new contract 43937 with T-S Envelope is being set at \$200,000.00, the same as the original amount of contract 41482 with Tri-state Envelope Corporation. At the time of the first stage of the Novation a new Contract number was created but not put through the AA-14 signature process.

Since the Novation had already been previously approved, the Commissioners signature will only be required on the AA-14 to have on record in the new Contract file for 43937.



STATE OF VERMONT
Office of Purchasing and Contracting
NOVATION AND AMENDMENT

It is hereby agreed by and among the State of Vermont, Office of Purchasing and Contracting (hereinafter called "State"), Tri-State Envelope Corporation, a corporation with a principal place of business in Ashland, PA (hereinafter called "Tri-State Envelope Corporation") and T-S Envelope LLC d/b/a Tri-State Envelope, an LLC with a principal place of business in Ashland, PA (hereinafter called "Contractor"), that the Contractor intends to assume all of the rights, benefits, duties and obligations of Tri-State Corporation under the Contract between the State and Tri-State Corporation dated as of 4/1/2021, Contract # 41482, as amended to date (the "Contract"), and that the Contract is hereby amended as follows:

- I. Novation. The State and Tri-State Envelope Corporation hereby effect the novation of the Contract (the "Novation") to substitute the Contractor for Tri-State Envelope for all purposes of the Contract. The State hereby consents to such Novation. Contractor hereby accepts the Novation and assumes all rights, benefits, duties, undertakings, liabilities and obligations of Tri-State Envelope under the Contract.

Tri-State Envelope Corporation hereby releases the State from the State's undertakings, obligations, duties and liabilities with respect to Tri-State Envelope Corporation under the Contract following the effective date of this Novation.

Contractor shall furnish to the State a new certificate of insurance consistent with the coverages required under the Contract and properly endorsed with coverage for claims or occurrences for the entire contract period.

- II. Amendment. The Contract is hereby amended to replace all references in the Contract to Tri-State Envelope Corporation with references to T-S Envelope LLC d/b/a Tri-State Envelope.
- III. Effective Date. The effective date of this Novation and amendment shall be 6/8/2022.
- IV. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and 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.
- V. 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.

VI. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and amendment 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.

Contractor further certifies under pains and penalties of perjury that, as of the date that this Novation and 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>

VII. Certification Regarding Sole Source Contracting Contribution Restrictions: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Contractor certifies compliance with 17 V.S.A. § 2950 available at: <https://legislature.vermont.gov/statutes/section/17/061/02950>)

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

For State administrative purposes, upon signing of this Novation and amendment, the contract number will be changed to 43937 with an unpaid balance of \$200,000.00.

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

STATE OF VERMONT

Tri-State Envelope Corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

T-S Envelope LLC d/b/a Tri-State Envelope

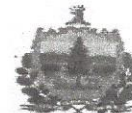
By: _____

Name: _____

Title: _____

Date: _____

CONTRACT



Supplier 0000299130
Tri-State Envelope Corporation
1 Orgler Pl
Ashland PA 17921
United States

Contract ID 000000000000000000041482		Page 1 of 8
Contract Dates 03/24/2021 to 10/14/2022		Origin CPS
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		INDUSTRY STANDARD ENVELOPES - #10 NO SECURITY TINT - WHITE WOVE PLAN, UNPRINTED	T	0.01000	0.00	0.00
		INDUSTRY STANDARD, #10 REGULAR - NO SECURITY TINT - WHITE WOVE PLAN, 24# UNPRINTED, PC CONTENT - 30% - 2,000CTN				
		COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$13.70/M				
		COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$14.55/M				
		COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$15.51/M				
		COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$25.68/M				
2		INDUSTRY STANDARD - ENVELOPES - #10 WINDOW - NO SECURITY TINT	T	0.01000	0.00	0.00
		INDUSTRY STANDARD - #10 WINDOW - WINDOW PLACEMENT 1/2" FROM BOTTOM, 7/8" FROM LEFT, WINDOW LENGTH 4-1/2" WINDOW HEIGHT 1-1/8", NO SECURITY TINT- #24 - POST CONSUMER CONTENT: 30% - 2,000 PER CARTON				
		COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$17.23/M				
		COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$17.93/M				
		COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$18.69/M				
		COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$29.06/M				
3		ENVELOPES - #9 REGULAR - WHITE WOVE	T	0.01000	0.00	0.00
		REGULAR # 9, POST CONSUMER CONTENT: 30% - 24#, 2,000 ENVELOPES PER CARTON				
		COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$12.84/M				
		COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$13.69/M				
		COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$14.45/M				
		COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$24.82/M				
4		ENVELOPES, 6-3/4, REGULAR, WHITE WOVE	T	0.01000	0.00	0.00
		INDUSTRY STANDARD - NO. 6-3/4, REGULAR, WHITE WOVE, PLAIN, REGULAR, 24#, POST CONSUMER CONTENT: 30% - 2,000 ENVELOPES PER CARTON				
		200 CARTONS: \$10.86				
		72 CARTONS: \$11.71				
		36 CARTONS: \$12.47				
		LESS THAN 36 CARTONS: \$22.84				

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

CONTRACT



Supplier 0000299130
Tri-State Envelope Corporation
1 Orgler Pl
Ashland PA 17921
United States

Contract ID 0000000000000000000041482		Page 2 of 8
Contract Dates 03/24/2021 to 10/14/2022		Origin CPS
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
5		ENVELOPES - #11 - 4-1/2" X 10-3/8"	T	0.01000	0.00	0.00
INDUSTRY STANDARD - #11, 4-1/2" X 10-3/8", 24#, POST CONSUMER CONTENT: 30% - 2,000 ENVELOPES PER CARTON 200 CARTONS: \$16.00 72 CARTONS: \$16.70 36 CARTONS: \$17.46 LESS THAN 36 CARTONS: \$27.83						
6		ENVELOPES - #10 RIGHT WINDOW ENVELOPE, 1 - 1/8" x 4-1/2", 4-1/8" left, 1/2" bottom	T	0.01000	0.00	0.00
#10 RIGHT WINDOW ENVELOPE, 1-1/8" x 4-1/2", 4-1/8" left, 1/2" bottom - 24# - PCW 30% - 2000 ENVELOPES PER CARTON 200 CARTONS: \$16.40 72 CARTONS: \$18.10 36 CARTONS: \$20.42 LESS THAN 36 CARTONS: \$40.17						
7		COMMERCIAL ENVELOPES - 6 3/4" Outlook - 3- 5/8" x 6- 1/2" no security tint	T	0.01000	0.00	0.00
ENVELOPES - 6-3/4" OUTLOOK, 3-5/8" X 6 -1/2", WINDOW PLACEMENT 1/2" FROM THE BOTTOM 7/8" FROM THE LEFT, WINDOW LENGTH 4-1/2" WINDOW HEIGHT 1", 24#, 30% PCW, NO SECURITY TINT, 2,000 PER CARTON 200 CARTONS: \$13.27 72 CARTONS: \$14.97 36 CARTONS: \$19.54 LESS THAN 36 CARTON: \$37.04						
8		ENVELOPES - #12 ENVELOPES - 4-3/4" X 11"	T	0.01000	0.00	0.00
#12 ENVELOPES - 4-3/4" X 11", POST CONSUMER CONTENT: 30%, #24, 1000 ENVELOPES PER CARTON 200 CARTONS: \$21.51 72 CARTONS: \$26.34 36 CARTONS: \$32.33 LESS THAN 36 CARTONS: \$37.74						

State of Vermont

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

CONTRACT



Supplier 0000299130
Tri-State Envelope Corporation
1 Orgler Pl
Ashland PA 17921
United States

Contract ID 000000000000000000041482		Page 3 of 8
Contract Dates 03/24/2021 to 10/14/2022		Origin CPS
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		ENVELOPES - #7 REGULAR ENVELOPE - 3-3/4" X 6-3/4", side seam required, no security tint	T	0.01000	0.00	0.00
		#7 REGULAR ENVELOPE - 3-3/4" X 6-3/4", SIDE SEAM REQUIRED, NO SECURITY TINT, BULK PACK, 2,000 PER CARTON				
		200 CARTONS: \$11.19 72 CARTONS: \$12.04 36 CARTONS: \$12.80 LESS THAN 36 CARTONS: \$23.17				
10		ENVELOPES - #10 OUTLOOK ENVELOPE - 4-1/8" X 9-1/2" SECURITY TINT	T	0.01000	0.00	0.00
		#10 OUTLOOK ENVELOPE - 4-1/8" X 9-1/2", MUST HAVE SECURITY TINT, 24# WHITE WOVE, POST CONSUMER CONTENT: 30% - 2000 ENVELOPES PER CARTON				
		200 CARTONS: \$18.17 72 CARTONS: \$19.20 36 CARTONS: \$20.48 LESS THAN 36 CARTONS: \$33.98				
11		ENVELOPES - 6"X9-1/2" BOOKLET ENVELOPES, 28#, 30% PCW, WHITE WOVEN SIDE SEAM CONSTRUCTION, NO WINDOW	T	0.01000	0.00	0.00
		6 X 9 -1/2" BOOKLET ENVELOPES, NO WINDOW, 28# WHITE WOVEN SIDE SEAM CONSTRUCTION, POST CONSUMER CONTENT: 30% - 1,000 PER CARTON				
		200 CARTONS: \$29.02 72 CARTONS: \$41.36 36 CARTONS: \$55.39 LESS THAN 36 CARTONS: \$82.89				
12		NO LONGER USED	T	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 0000299130
Tri-State Envelope Corporation
1 Orgler Pl
Ashland PA 17921
United States

Contract ID 000000000000000000041482		Page 4 of 8
Contract Dates 03/24/2021 to 10/14/2022		Origin CPS
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658	Contract Status Approved

Phone #:

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

13		ENVELOPES - #10 OUTLOOK ENVELOPE - 4-1/8" X 9-1/2", SIDE SEAM REQUIRED, SECURITY TINT	T	0.01000	0.00	0.00
----	--	---	---	---------	------	------

#10 OUTLOOK ENVELOPE - 4-1/8" X 9-1/2", SIDE SEAM REQUIRED, NO SECURITY TINT, 24# WHITE WOVE, POST CONSUMER
CONTENT: 30% - 2000 ENVELOPES PER CARTON

200 CARTONS: \$13.85
72 CARTONS: \$14.55
36 CARTONS: \$15.31

LESS THAN 36 CARTONS: \$25.68

14		ENVELOPES - 9" X 12" CATALOG ENVELOPE, CENTER SEAM OPEN END, WITH PEAL & SEAL GUM	T	0.01000	0.00	0.00
----	--	---	---	---------	------	------

9" X 12" CATALOG ENVELOPE - 9" x 12", CENTER SEAM OPEN END, 28# WHITE WOVE, PEEL AND SEAL GUM, 500 PER CARTON

200 CARTONS: \$93.02
72 CARTONS: \$106.60
36 CARTONS: \$113.10

LESS THAN 36 CARTONS: \$113.10

15		ENVELOPES - 9" X 12" BOOKLET ENVELOPE WITH REGULAR GUM SEAL, 28# WHITE WOVE	T	0.01000	0.00	0.00
----	--	--	---	---------	------	------

9" X 12" BOOKLET ENVELOPE WITH REGULAR GUM SEAL, 28# WHITE WOVE, CONSUMER CONTENT: 30% - 500 PER CARTON

200 CARTONS: \$48.94
72 CARTONS: \$54.66
36 CARTONS: \$66.82

LESS THAN 36 CARTONS: \$76.74

16		ENVELOPES - #10 REGULAR ENVELOPES, 4-1/8" X 9.5", SIDE SEAM REQUIRED	T	0.01000	0.00	0.00
----	--	---	---	---------	------	------

#10 OUTLOOK ENVELOPES, 4-1/8" X 9-1/2", SIDE SEAM REQUIRED, WINDOW PLACEMENT 7/16" FROM BOTTOM 7/8" FROM LEFT,
WINDOW LENGTH 4-1/2" WINDOW HEIGHT 1-1/8", 24#, WHITE WOVE, 2,000 PER CARTON

COST PER THOUSAND 200 CARTONS: \$15.69
COST COST PER THOUSAND 72 CARTONS: \$16.54
PER THOUSAND 36 CARTONS: \$17.30
PER THOUSAND LESS THAN 36 CARTONS: \$27.76

State of Vermont

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

CONTRACT



Supplier 0000299130
Tri-State Envelope Corporation
1 Orgler Pl
Ashland PA 17921
United States

Contract ID 000000000000000000041482		Page 5 of 8
Contract Dates 03/24/2021 to 10/14/2022		Origin CPS
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
17		ENVELOPES - #9 REGULAR SIDE SEAM ENVELOPE, 1-3/16 STRAIGHT FLAP, NO SECURITY TINT	T	0.01000	0.00	0.00

#9 REGULAR SIDE SEAM ENVELOPE, WHITE WOVE, 28#, 30 PCW, 1-3/16" STRAIGHT FLAP, NO SECURITY TINT, 2,000 PER CARTON

COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$18.53
COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$19.38
COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$20.14
COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$30.51

18		#6 SPECIAL ENVELOPES 6" x 9- 1/2"	T	0.01000	0.00	0.00
----	--	-----------------------------------	---	---------	------	------

#6 SPECIAL ENVELOPES - 6" x 9- 1/2" DIAGONAL SEAM REQUIRED, COMMERCIAL FLAP, ANGLE DEPTH 1- 5/8", THE THROAT MUST BE BETWEEN 10mm and 15mm, NO SECURITY TINT. #24, 1,000 PER CARTON

SIDE SEAM WEB PRICES
COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$29.02
COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$41.46
COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$55.39
COST PER THOUSAND FOR ORDER OF LESS 36 CARTONS: \$82.89

19		#6 Special Envelopes - 6 x 9 -1/2" Diagonal Seam, Window Seam 1-1/6" x 3-1/2", 1/2" left, 2-7/16" bottom	T	0.01000	0.00	0.00
----	--	--	---	---------	------	------

SIDE SEAM DIAGONAL
COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$34.93
COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$48.59
COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$59.83
COST PER THOUSAND FOR ORDER OF LESS 36 CARTONS: \$87.13

#6 SPECIAL ENVELOPE - 6" x 9- 1/2" DIAGONAL SEAM. WINDOW PLACEMENT 1-1/16" x 3-1/2", 1/2" LEFT, 2-7/16" BOTTOM. 1,000 PER CARTON

COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$37.64
COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$52.70
COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$66.52
COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$99.57

CONTRACT



Supplier 0000299130
Tri-State Envelope Corporation
1 Orgler Pl
Ashland PA 17921
United States

Contract ID 0000000000000000000041482		Page 6 of 8
Contract Dates 03/24/2021 to 10/14/2022		Origin CPS
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
20		Special #3 Business Reply Envelope - 5- 3/4" x 8- 7/8", SIDE SEAM	T	0.01000	0.00	0.00

SPECIAL #3 BUSINESS REPLY ENVELOPE - 5- 3/4" x 8- 7/8" SIDE SEAM, THROAT ANGLE MUST BE BETWEEN 5 DEGREES MIN. and 20 DEGREES MAX. THE THROAT DEPTH MUST BE BETWEEN 10mm and 22mm . NO SECURITY TINT. 1,000 PER CARTON

COST PER THOUSAND 200 CARTONS: \$29.73
 COST PER THOUSAND 72 CARTONS: \$43.39
 COST PER THOUSAND 36 CARTONS: \$54.43
 COST PER THOUSAND LESS THAN 36 CARTONS: \$81.93

21		ENVELOPES - Special #3 Business Reply Envelope with Window - 5 - 3/4 x 8 - 7/8" Side seam	T	0.01000	0.00	0.00
----	--	---	---	---------	------	------

SPECIAL #3 BUSINESS ENVELOPE WITH WINDOW - 5 - 3/4" x 8- 7/8" SIDE SEAM, WINDOW PLACEMENT 1-1/8" x 3-1/2" , 7/8" LEFT , 1/2" BOTTOM, #24, 1000 PER CARTON

COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$32.44
 COST COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$47.50
 COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$61.32
 COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$94.37

22		#10 Security Tinted Window Envelope 4-1/8" X 9-1/2"	T	0.01000	0.00	0.00
----	--	--	---	---------	------	------

#10 SECURITY TINTED WINDOW ENVELOPE 4-1/8" X 9-1/2" 24# RECYCLED PAPER, DIAGONAL SEAMS, V-FLAPS and MEETS THE USPS AUTOMATION REQUIREMENTS (FAST FORWARD). BOTTOM PORTION OF WINDOW SHOULD BE 11/16" FROM BOTTOM OF ENVELOPE AND 7/8" FROM LEFT. WINDOW SIZE 1-1/8 x 4-1/2. FLAPS SHOULD BE AROUND 1-3/4" AT THE WIDEST POINT. 2,000 PER CARTON

COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$18.17
 COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$19.20
 COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$20.48
 COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$24.48

23		ENVELOPES - #10 Non-Security Tinted Window Envelope 4-1/8" X 9-1/2"	T	0.01000	0.00	0.00
----	--	--	---	---------	------	------

#10 NON-SECURITY TINTED WINDOW ENVELOPE 4-1/8" X 9-1/2" 24# RECYCLED PAPER, DIAGONAL SEAMS, V-FLAPS AND MEETS THE USPS AUTOMATION REQUIREMENTS (FAST FORWARD). BOTTOM PORTION OF WINDOW SHOULD BE 11/16" FROM BOTTOM OF ENVELOPE and 7/8" FROM LEFT. WINDOW SIZE 1-1/8" x 4-1/2". FLAPS SHOULD BE AROUND 1-3/4" AT THE WIDEST POINT. 2,000 per carton

SIDE SEAM WEB

COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$16.40
 COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$18.10
 COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$20.42
 COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$40.17

DIAGONAL SEAMS

COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$17.23
 COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$17.93
 COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$18.69

CONTRACT



Supplier 0000299130
Tri-State Envelope Corporation
1 Orgler Pl
Ashland PA 17921
United States

Contract ID 000000000000000000041482		Page 7 of 8
Contract Dates 03/24/2021 to 10/14/2022		Origin CPS
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
24		COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$29.06 LARGE LICENSE PLATE ENVELOPE. 6- 1/2" X 12- 3/8"	T	0.01000	0.00	0.00

LARGE LICENSE PLATE ENVELOPES. 6- 1/2" X 12- 3/8" OPEN END, CENTER SEAM, NO GUM, 5" RIGHT SIDE SEAM. WINDOW POLY SPECIAL ON BACK, 4- 3/4" X 1- 3/8" SC- VERTICAL . 4- 1/8" LEFT, 1-3/4" BOTTOM #1 32 BROWN KRAFT PLAIN #25, 500 PER CARTON

25		CUSTOM DIE CHARGE: \$1,500.00 COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$84.80 COST COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$106.95 COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$150.01 COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$210.56 SMALL PLATE ENVELOPE 5- 1/4" X 8- 1/4"	T	0.01000	0.00	0.00
----	--	--	---	---------	------	------

SMALL PLATE ENVELOPE: 5- 1/4" X 8- 1/4" OPEN END, CENTER SEAM NO GUM 4- 7/8" RIGHT SIDE SEAM. WINDOW POLY SPECIAL ON BACK 4-3/4" X 1-3/8" SC VERTICAL. 2- 7/8" LEFT, 1-3/4" BOTTOM #1 28 BROWN KRAFT PLAIN. 1,000 PER CARTON.

CUSTOM DIE CHARGE: \$1,500.00
 COST PER THOUSAND FOR ORDER OF 200 CARTONS: \$62.81
 COST PER THOUSAND FOR ORDER OF 72 CARTONS: \$78.41
 COST PER THOUSAND FOR ORDER OF 36 CARTONS: \$95.13
 COST PER THOUSAND FOR ORDER OF LESS THAN 36 CARTONS: \$135.29

- Parties.** This is a contract between the State of Vermont, Buildings and General Services (hereinafter called "State"), and Tri-State Envelope Corp, with a principal place of business in Ashland, PA (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.
- Subject Matter.** The subject matter of this contract is commodities generally on the subject of producing envelopes. Detailed requirements to be provided by Contractor are described in Attachment A.
- 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 \$200,000.00.
- Contract Term.** The period of contractor's performance shall begin on April 1, 2021 and end on March 31, 2023 with the option to renew for 2 additional 12 month periods.
- 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.
- 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.
- 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.

State of Vermont

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

CONTRACT



Supplier 0000299130
Tri-State Envelope Corporation
1 Orgler Pl
Ashland PA 17921
United States

Contract ID 000000000000000000041482		Page 8 of 8
Contract Dates 03/24/2021 to 10/14/2022		Origin CPS
Description: CPS ENVELOPES		Contract Maximum \$200,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658	Contract Status Approved

Phone #:

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

8. Attachments. This contract consists of 12 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

Date: _____
E-SIGNED by Marc O'Grady
on 2021-04-12 17:14:46 GMT

Signature: _____

Name: Jennifer Fitch

Title: Commissioner - Buildings and General Services

Email: _____

By the CONTRACTOR

Date: 4/5/21

Signature: John C. Swensen

Name: JOHN C. SWENSEN

Title: PORESIDENT

Email: J.SWENSEN@TRI STATE - ENVELOPE.COM

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Items 1-25
2. **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.
3. **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.
4. **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.
5. **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.

6. **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.

7. **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: John Swensen
Phone: 914-649-3395
Email: jswensen@tristate-envelope.com

f. **For the State:**

Name: State of Vermont, Linda Wortman
Address: 109 State Street, Montpelier, VT 05633-3001
Phone: 802/828- 4658
Fax: 802/828-2222
Email: linda.wortman@vermont.gov

8. **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 I 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. 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:** 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. Prices quoted for printing are to include printing, binding, wrapping, and packaging.
5. Contractor shall submit invoice(s) to: Vermont State users
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, Contractor will, within 30 business days, invoice the State 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.

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

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) 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>.