



# State of Vermont

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

# CONTRACT



**Supplier 000000445**  
**Foley Distributing Corp**  
**PO Box 99**  
**Rutland VT 05702**  
**United States**

<b>Contract ID</b> 000000000000000000034507	<b>Page</b> 2 of 7
<b>Contract Dates</b> 10/02/2017 to 10/01/2021	<b>Origin</b> CPS
<b>Description:</b> CPS-LAUNDRY CHEM & SVS	<b>Contract Maximum</b> \$110,000.00
<b>Buyer Name</b> Deborah L LaRose	<b>Buyer Phone</b> 828-4635
<b>Contract Status</b> Approved	

**Phone #: 800-950-3738**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		BLEACH, 4/1GALLON/CASE,ULTRA WHITE PAT #2545-4	CS	24.07000	0.00	0.00
10		LIQUID LAUNDRY DETERGENT WITH FABRIC SAFE BLEACH, 4/1 GALLON/CASE, ULTRA COLOR BRITE PAT #2547-4	CS	42.48000	0.00	0.00

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE .OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

LAUNDRY PRODUCT CRITERIA: NO PHOSPHATE OR PHOSPHONATES SHALL BE ALLOWED IN THE FORMULATION OF LAUNDRY PRODUCTS IN THIS CONTRACT VERMONT STATE TITLE 10§ 1381, STATES NO HOUSEHOLD CLEANSING PRODUCT MAY BE DISTRIBUTED, SOLD, OFFERED, OR EXPOSED FOR SALE AT RETAIL, AFTER APRIL 1, 1978 THAT CONTAINS ELEMENTAL PHOSPHOROUS IN CONCENTRATION IN EXCESS OF A TRACE QUALITY.

LAUNDRY SOAP: THE STATE OF VERMONT OFFICE OF PURCHASING AND CONTRACTING IS SEEKING PROPOSALS FOR THE SUPPLY OF THE VARIOUS HIGH-END INDUSTRIAL LAUNDRY CHEMICALS WITH AUTOMATIC DISPENSING SYSTEMS, INCLUDING SERVICE AND MAINTENANCE. TECHNICAL SUPPORT AND EXPERTISE ARE A REQUIREMENT WITH ON-SITE VISITS ON A REGULAR BASIS (MONTHLY MINIMUM).

IN ADDITION, VARIOUS DEPARTMENT OF CORRECTIONS (DOC) FACILITIES, AND POSSIBLE OTHER LOCATIONS LOCATED THROUGHOUT THE STATE MAY REQUIRE VARIOUS HOUSEHOLD TYPE LAUNDRY PRODUCTS FOR USE IN HEAVY-DUTY RESIDENTIAL AND SMALL COMMERCIAL TYPE LAUNDRY EQUIPMENT.

ENVIRONMENTAL HEALTH AND SAFETY ISSUES: ESOH ARE A CONSIDERATION OF THIS AND ALL CONTRACTS ISSUED BY THE STATE OF VERMONT, SAFETY AND ENVIRONMENTAL CONCERNS MAY INCLUDE BUT NOT LIMITED TO ENVIRONMENTALLY PREFERABLE (LESS TOXIC) CHEMICALS, CHEMICAL USE AND STORAGE, WASTEWATER DISCHARGE, AIR QUALITY, ENERGY USE, WATER CONSUMPTION, AND MAINTENANCE OF EQUIPMENT. IT IS RECOGNIZED THAT THERE MAY BE SPECIFIC NEEDS ASSOCIATED WITH LAUNDRY FACILITIES AT THE VERMONT VETERANS' HOME.

FULL DISCLOSURE- SAFETY DATA SHEETS (SDS) FOR ALL PRODUCTS SHALL BE INCLUDED WITH ALL DELIVERIES TO ALL LOCATIONS. IT IS DESIRABLE THAT CONTRACTOR PROVIDE A BINDER CONTAINING PRODUCT INFORMATION AND SDS FOR ALL PRODUCTS USED FOR EACH LOCATION.

MANUFACTURERS AND SUPPLIERS ARE ASKED TO CONSIDER THE FOLLOWING: NO OPTICAL BRIGHTENERS (NOT READILY

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BIODEGRADABLE AND OFTEN TOXIC TO AQUATIC LIFE). PREFERENCE FOR NON-CHLORINE OR OXYGEN SAFE BLEACH THAT READILY DEGRADES INTO OXYGEN AND WATER, CONCENTRATED, COLOR SAFE NON-TOXIC OR LESS TOXIC BIODEGRADABLE, SURFACTANTS NOT PETROLEUM BASED, FABRIC SOFTENERS ARE NON-ALLERGENIC, NO DYES, NO FRAGRANCE OR NATURE FRAGRANCE.

LAUNDRY FACILITIES: THE VERMONT VETERANS' HOME (VVH) USES LARGE COMMERCIALWASHERS AND REQUIRES AUTOMATIC DISPENSING SYSTEMS, MAINTENANCE AND TECHNICAL SUPPORT. CONTRACTOR'S REPRESENTATIVE IS REQUIRED TO VISIT THE LOCATIONS A MINIMUM OF ONCE PER MONTH AS OTHERWISE REQUESTED BY HE LOCATION TO MONITOR AND MAINTAIN DISPENSING UNITS AND RELATED EQUIPMENT, AND SUPPLIES. A WRITTEN COOL LOG OR COPY OF VISIT AND SERVICE PERFORMED SHALL BE PROVIDED TO THE VVH LAUNDRY ADMINISTRATOR AND TO EACH CORRECTIONAL FACILITY. CONTRACTOR SHALL NOT AT ANY TIME OVERSTOCK THE LOCATION WITH PRODUCTS, BUT MEET ONGOING SUPPLY NEEDS.

DEPARTMENT OF CORRECTIONS (DOC) FACILITIES USE HEAVY-DUTY RESIDENTIAL OR COMMERCIAL EQUIPMENT, AND INMATES GENERALLY DO LAUNDRY. THERE IS A VARIETY OF LAUNDRY PRODUCTS USED, ACCORDING TO THE DETERMINATION OF EACH LOCATION. TECHNICAL ADVICE AND SUPPORT MAY BE REQUESTED. THERE ARE SPECIAL SAFETY AND SECURITY NEEDS FOR CORRECTIONAL FACILITIES.

LAUNDRY PRODUCTS: PRODUCTS MUST BE EFFECTIVE FOR USE DESCRIBED AT THE RECOMMENDED DILUTION RATE. PREFERENCE FOR CHEMICALS FOR VVH INCLUDE LIQUID RATHER THAN SOLIDS, AND PRODUCTS SHALL BE SEPARATE CATEGORIES OF US USE, I.E., NO BUILDER/DETERGENT COMBINATIONS, NO SOFTENER/SOUR COMBINATIONS, ETC.

TRANSITION OF ALL EQUIPMENT: CONTRACTOR MUST ENSURE A SMOOTH TRANSITION AT BOTH THE START AND END OF CONTRACT PERIOD.

PACKAGING: EFFORTS FOR REDUCED PACKAGE, RECYCLED CONTENT, AND RECYCLED CONTAINERS. IT IS DESIRABLE THAT CONTRACTOR PROVIDE SERVICE TO COLLECT AND RETURN PACKAGING AND CONTAINERS TO MANUFACTURER FOR REUSE OR RECYCLE. INDICATE IF BOTTLES, JUGS, PAILS, OTHER PACKAGING CONTAINS POST/PRE-CONSUMER RECYCLED CONTENT; THAT LABELS ARE PRINTED USING VEGETABLE-BASED INKS AND ARE PRINTED ON REMOVABLE SLEEVES; THAT CARTONS BE MADE FROM PRE/POST-CONSUMER RECYCLED CARDBOARD. IT IS DESIRABLE THAT CONTRACTOR INCLUDE INFORMATION ON RECYCLED CONTENT, EFFORTS TO REDUCE PACKAGING, ETC.

LABELING: EACH CONTAINER MUST BE LABELED SUBSTANTIALLY SO THAT INFORMATION IS CLEAR AND REMAINS LEGIBLE. EACH LABEL MUST CONTAIN PRODUCT NAME AND NAME AND ADDRESS OF MANUFACTURER. GENERIC DEFINITION OF USE; INSTRUCTION OF USE; INSTRUCTIONS ON USE, APPROPRIATE PRECAUTIONS NECESSARY FOR SAFE USE AND HANDLING AND ANTIDOTE INFORMATION; BRAND, LOT NUMBER, BATCH NUMBER, AND DATE OF MANUFACTURE; LIST OF INGREDIENTS AND PERCENTAGE THEREOF. A SAFETY DATA SHEET (SDS) MUST BE FURNISHED TO EACH USER. PREFERENCE MAY BE GIVEN, AT THE DISCRETION OF THE STATE OF VERMONT OFFICE OF PURCHASING AND CONTRACTING, FOR RECYCLABLE AND REDUCED PACKAGING (I.E., PRIMARY AND SECONDARY CONTAINER IS RECYCLABLE, CONCENTRATED PRODUCT, DILUTION RATION).

PERFORMANCE CRITERIA: CONTRACTOR IS RESPONSIBLE FOR SETTING UP INITIAL MEETING WITH EACH END USER LOCATION FOR INSTALLATION AND TRAINING OF USE OF AUTOMATIC DISPENSING EQUIPMENT AND PRODUCT USE. CONTRACTOR MUST REGULARLY VISIT AT A FREQUENCY ONE-TIME PER MONTH, MINIMUM WITH PRODUCT INVENTORY CHECK, PROACTIVE TROUBLE SHOOTING, WRITTEN SERVICE REPORTS PROVIDED, AND PERIOD REVIEW WITH MANAGEMENT. SERVICE REPORTS ARE REQUIRED FOR EACH VISIT TO A FACILITY. A COPY MUST BE GIVEN TO THE LAUNDRY OFFICER AT THE FACILITY AND A COPY SENT TO THE OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR SHALL HAVE A TECHNICAL FIELD REPRESENTATIVE AVAILABLE TO ASSIST USER WITH ANY PROBLEMS CONNECTED WITH PRODUCT(S) AND/OR EQUIPMENT PROVIDED UNDER THIS CONTRACT. A KNOWLEDGEABLE TECHNICIAN WITHIN 24-HOURS OF REQUEST FOR SERVICE, INCLUDING WEEKENDS MUST PROVIDE EMERGENCY SERVICE. CONTRACTORS ARE TO PROVIDE PROPER INSTRUCTIONAL SIGNAGE AROUND LAUNDRY MACHINES, AND HAND SINKS WHERE NEEDED.

EQUIPMENT: CONTRACTOR MUST FURNISH AND INSTALL NOT ADDITIONAL COST CURRENT PRODUCT MODELS OF ANY AUTOMATIC DISPENSING EQUIPMENT NEEDED FOR THE DISPENSING OF PRODUCTS OFFERED. ANY EQUIPMENT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND SERVICE ALL DISPENSING EQUIPMENT. CONTRACTOR WILL SEE THAT THE PERSON IN CHARGE OF EACH USER LOCATION WILL BE INSTRUCTION ON OPERATIONS OF EQUIPMENT AND MINOR ADJUSTMENTS. DISPENSING EQUIPMENT SHALL MEET REQUIREMENT THAT WILL PROVIDE MINIMUM EXPOSURE TO CONCENTRATED COMPOUNDS FOR THE SAFETY AND HEALTH OF USERS. DISPENSING EQUIPMENT SHALL BE PROVIDED AND MAINTAINED AT NO ADDITIONAL CHARGE, INCLUDE INFORMATION ON THE DISPENSING EQUIPMENT PROVIDED WITH THE LAUNDRY CHEMICALS.

DOC FACILITY USE OF LAUNDRY DISPENSING EQUIPMENT. WILL BE CONSIDERED, WITH DISPENSERS OFFERED AT NO ADDITIONAL CHARGE AND MAINTAINED BY CONTRACTOR PROVIDING LAUNDRY CHEMICALS.

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LIST OF MACHINES BY LOCATION WITH BRAND/MANUFACTURER AND MODEL NUMBER.

Chittenden Regional Corr. Fac.  
7 Farrell Street  
So. Burlington VT 05402

2 Washers - Milnor 30015T5E

Northwest State Corr. Fac.  
3649 Lower Newton Rd  
Swanton VT 05488

2 Washers - Unimac Model #UW80TVQ  
2 Washers - Samsung Model #WF350ANW/XAA

Marble Valley Reg. Corr. Fac.  
167 State Street  
Rutland VT 05701

4 Washer - Speed Queen #AWN4325P113TW04

Northeast Regional Corr. Fac.  
RFD#3 Route 5 South  
St Johnsbury VT 05819

2 Washers - Speed Queen Model STT45LQTF6G2W01

Caledonia Comm. Work Camp  
1266 US Route 5  
St Johnsbury VT 05819

2 Washer/Extractors - Yankee Equipment Model #SC20BN20

Southeast State Corr. Fac.  
546 State Farm Rd  
Windsor VT 05089

1 Washer - Continental Washer #EHOZOLA  
1 Washer - Speed Queen #LTSAPA

Southern State Corr. Fac.  
700 Charlestown Rd  
Springfield VT 05156

5 Front Loader - Girbeau #HS-6008  
12 Washers - Speed Queen #AWN432

Northern State Corr. Fac.  
2559 Glen Road  
Newport VT 05855

1 Washer - Estate ETW4400XQO  
1 Washer - LG True Steam WM2801HWA  
1 Washer - Amana NTW4600YQ1  
5 Washers - Speed Queen SCN040GN2FU

Woodside Juvenile Rehab. Ctr.  
26 Woodside Drive East

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Colchester VT 05446

2 Washers - Sears #WM2016CW

Vermont Veterans Home  
325 North Street  
Bennington VT 05201

Washer #1 - Speed Queen #SC40MN2OU60001  
Washer #2 - Milnor #36026X8J  
Washer #3 - Unimac #UX165PVQU70001  
Washer #4 - Unimac #UX100PVQU70001

CONTRACTOR CONTACT INFORMATION:  
DAVE HUGHES  
CELL: 802-233-0440  
OFFICE: 800-950-3738 Ext 230  
EMAIL: dhughes@foleydistributing.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
DEB LaROSE, PURCHASING AGENT,  
TELEPHONE 802-828-4635,  
FAX 802-828-2222  
E-MAIL: deborah.larose@vermont.gov

CONTRACT AMENDMENT #1 dated 10/01/2019

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from October 2, 2019 to October 1, 2020. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 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>

STATE OF VERMONT  
CONTRACT AMENDMENT #2

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Foley Distributing Corp, with a principal place of business in Rutland, VT (the "Contractor") that the contract between them originally dated as of October 2, 2017, Contract # 34507, as amended to date, (the "Contract") is hereby amended as follows:

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I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$80,000.00 to \$110,000.00, representing an increase of \$30,000.00.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from October 1, 2020 to October 1, 2021 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.

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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: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_



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CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

# State of Vermont

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

# CONTRACT



**Supplier 000000445**  
**Foley Distributing Corp**  
**PO Box 99**  
**Rutland VT 05702**  
**United States**

<b>Contract ID</b> 0000000000000000000034507	<b>Page</b> 3 of 7
<b>Contract Dates</b> 10/02/2017 to 10/01/2020	<b>Origin</b> CPS
<b>Description:</b> CPS-LAUNDRY CHEM & SVS	<b>Contract Maximum</b> \$99,999.99
<b>Buyer Name</b> Deborah L LaRose	<b>Buyer Phone</b> 828-4635
	<b>Contract Status</b> Approved

**Phone #: 800-950-3738**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

LAUNDRY PRODUCT CRITERIA: NO PHOSPHATE OR PHOSPHONATES SHALL BE ALLOWED IN THE FORMULATION OF LAUNDRY PRODUCTS IN THIS CONTRACT VERMONT STATE TITLE 10§ 1381, STATES NO HOUSEHOLD CLEANSING PRODUCT MAY BE DISTRIBUTED, SOLD, OFFERED, OR EXPOSED FOR SALE AT RETAIL, AFTER APRIL 1, 1978 THAT CONTAINS ELEMENTAL PHOSPHOROUS IN CONCENTRATION IN EXCESS OF A TRACE QUALITY.

LAUNDRY SOAP: THE STATE OF VERMONT OFFICE OF PURCHASING AND CONTRACTING IS SEEKING PROPOSALS FOR THE SUPPLY OF THE VARIOUS HIGH-END INDUSTRIAL LAUNDRY CHEMICALS WITH AUTOMATIC DISPENSING SYSTEMS, INCLUDING SERVICE AND MAINTENANCE. TECHNICAL SUPPORT AND EXPERTISE ARE A REQUIREMENT WITH ON-SITE VISITS ON A REGULAR BASIS (MONTHLY MINIMUM).

IN ADDITION, VARIOUS DEPARTMENT OF CORRECTIONS (DOC) FACILITIES, AND POSSIBLE OTHER LOCATIONS LOCATED THROUGHOUT THE STATE MAY REQUIRE VARIOUS HOUSEHOLD TYPE LAUNDRY PRODUCTS FOR USE IN HEAVY-DUTY RESIDENTIAL AND SMALL COMMERCIAL TYPE LAUNDRY EQUIPMENT.

ENVIRONMENTAL HEALTH AND SAFETY ISSUES: ESOH ARE A CONSIDERATION OF THIS AND ALL CONTRACTS ISSUED BY THE STATE OF VERMONT, SAFETY AND ENVIRONMENTAL CONCERNS MAY INCLUDE BUT NOT LIMITED TO ENVIRONMENTALLY PREFERABLE (LESS TOXIC) CHEMICALS, CHEMICAL USE AND STORAGE, WASTEWATER DISCHARGE, AIR QUALITY, ENERGY USE, WATER CONSUMPTION, AND MAINTENANCE OF EQUIPMENT. IT IS RECOGNIZED THAT THERE MAY BE SPECIFIC NEEDS ASSOCIATED WITH LAUNDRY FACILITIES AT THE VERMONT VETERANS' HOME.

FULL DISCLOSURE- SAFETY DATA SHEETS (SDS) FOR ALL PRODUCTS SHALL BE INCLUDED WITH ALL DELIVERIES TO ALL LOCATIONS. IT IS DESIRABLE THAT CONTRACTOR PROVIDE A BINDER CONTAINING PRODUCT INFORMATION AND SDS FOR ALL PRODUCTS USED FOR EACH LOCATION.

MANUFACTURERS AND SUPPLIERS ARE ASKED TO CONSIDER THE FOLLOWING: NO OPTICAL BRIGHTENERS (NOT READILY

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# CONTRACT



**Supplier 0000000445**  
**Foley Distributing Corp**  
**PO Box 99**  
**Rutland VT 05702**  
**United States**

<b>Contract ID</b> 0000000000000000000034507	<b>Page</b> 4 of 7
<b>Contract Dates</b> 10/02/2017 to 10/01/2020	<b>Origin</b> CPS
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<b>Buyer Name</b> Deborah L LaRose	<b>Buyer Phone</b> 828-4635
	<b>Contract Status</b> Approved

**Phone #: 800-950-3738**

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BIODEGRADABLE AND OFTEN TOXIC TO AQUATIC LIFE). PREFERENCE FOR NON-CHLORINE OR OXYGEN SAFE BLEACH THAT READILY DEGRADES INTO OXYGEN AND WATER, CONCENTRATED, COLOR SAFE NON-TOXIC OR LESS TOXIC BIODEGRADABLE, SURFACTANTS NOT PETROLEUM BASED, FABRIC SOFTENERS ARE NON-ALLERGENIC, NO DYES, NO FRAGRANCE OR NATURE FRAGRANCE.

LAUNDRY FACILITIES: THE VERMONT VETERANS' HOME (VVH) USES LARGE COMMERCIALWASHERS AND REQUIRES AUTOMATIC DISPENSING SYSTEMS, MAINTENANCE AND TECHNICAL SUPPORT. CONTRACTOR'S REPRESENTATIVE IS REQUIRED TO VISIT THE LOCATIONS A MINIMUM OF ONCE PER MONTH AS OTHERWISE REQUESTED BY HE LOCATION TO MONITOR AND MAINTAIN DISPENSING UNITS AND RELATED EQUIPMENT, AND SUPPLIES. A WRITTEN COOL LOG OR COPY OF VISIT AND SERVICE PERFORMED SHALL BE PROVIDED TO THE VVH LAUNDRY ADMINISTRATOR AND TO EACH CORRECTIONAL FACILITY. CONTRACTOR SHALL NOT AT ANY TIME OVERSTOCK THE LOCATION WITH PRODUCTS, BUT MEET ONGOING SUPPLY NEEDS.

DEPARTMENT OF CORRECTIONS (DOC) FACILITIES USE HEAVY-DUTY RESIDENTIAL OR COMMERCIAL EQUIPMENT, AND INMATES GENERALLY DO LAUNDRY. THERE IS A VARIETY OF LAUNDRY PRODUCTS USED, ACCORDING TO THE DETERMINATION OF EACH LOCATION. TECHNICAL ADVICE AND SUPPORT MAY BE REQUESTED. THERE ARE SPECIAL SAFETY AND SECURITY NEEDS FOR CORRECTIONAL FACILITIES.

LAUNDRY PRODUCTS: PRODUCTS MUST BE EFFECTIVE FOR USE DESCRIBED AT THE RECOMMENDED DILUTION RATE. PREFERENCE FOR CHEMICALS FOR VVH INCLUDE LIQUID RATHER THAN SOLIDS, AND PRODUCTS SHALL BE SEPARATE CATEGORIES OF US USE, I.E., NO BUILDER/DETERGENT COMBINATIONS, NO SOFTENER/SOUR COMBINATIONS, ETC.

TRANSITION OF ALL EQUIPMENT: CONTRACTOR MUST ENSURE A SMOOTH TRANSITION AT BOTH THE START AND END OF CONTRACT PERIOD.

PACKAGING: EFFORTS FOR REDUCED PACKAGE, RECYCLED CONTENT, AND RECYCLED CONTAINERS. IT IS DESIRABLE THAT CONTRACTOR PROVIDE SERVICE TO COLLECT AND RETURN PACKAGING AND CONTAINERS TO MANUFACTURER FOR REUSE OR RECYCLE. INDICATE IF BOTTLES, JUGS, PAILS, OTHER PACKAGING CONTAINS POST/PRE-CONSUMER RECYCLED CONTENT; THAT LABELS ARE PRINTED USING VEGETABLE-BASED INKS AND ARE PRINTED ON REMOVABLE SLEEVES; THAT CARTONS BE MADE FROM PRE/POST-CONSUMER RECYCLED CARDBOARD. IT IS DESIRABLE THAT CONTRACTOR INCLUDE INFORMATION ON RECYCLED CONTENT, EFFORTS TO REDUCE PACKAGING, ETC.

LABELING: EACH CONTAINER MUST BE LABELED SUBSTANTIALLY SO THAT INFORMATION IS CLEAR AND REMAINS LEGIBLE. EACH LABEL MUST CONTAIN PRODUCT NAME AND NAME AND ADDRESS OF MANUFACTURER. GENERIC DEFINITION OF USE; INSTRUCTION OF USE; INSTRUCTIONS ON USE, APPROPRIATE PRECAUTIONS NECESSARY FOR SAFE USE AND HANDLING AND ANTIDOTE INFORMATION; BRAND, LOT NUMBER, BATCH NUMBER, AND DATE OF MANUFACTURE; LIST OF INGREDIENTS AND PERCENTAGE THEREOF. A SAFETY DATA SHEET (SDS) MUST BE FURNISHED TO EACH USER. PREFERENCE MAY BE GIVEN, AT THE DISCRETION OF THE STATE OF VERMONT OFFICE OF PURCHASING AND CONTRACTING, FOR RECYCLABLE AND REDUCED PACKAGING (I.E., PRIMARY AND SECONDARY CONTAINER IS RECYCLABLE, CONCENTRATED PRODUCT, DILUTION RATION).

PERFORMANCE CRITERIA: CONTRACTOR IS RESPONSIBLE FOR SETTING UP INITIAL MEETING WITH EACH END USER LOCATION FOR INSTALLATION AND TRAINING OF USE OF AUTOMATIC DISPENSING EQUIPMENT AND PRODUCT USE. CONTRACTOR MUST REGULARLY VISIT AT A FREQUENCY ONE-TIME PER MONTH, MINIMUM WITH PRODUCT INVENTORY CHECK, PROACTIVE TROUBLE SHOOTING, WRITTEN SERVICE REPORTS PROVIDED, AND PERIOD REVIEW WITH MANAGEMENT. SERVICE REPORTS ARE REQUIRED FOR EACH VISIT TO A FACILITY. A COPY MUST BE GIVEN TO THE LAUNDRY OFFICER AT THE FACILITY AND A COPY SENT TO THE OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR SHALL HAVE A TECHNICAL FIELD REPRESENTATIVE AVAILABLE TO ASSIST USER WITH ANY PROBLEMS CONNECTED WITH PRODUCT(S) AND/OR EQUIPMENT PROVIDED UNDER THIS CONTRACT. A KNOWLEDGEABLE TECHNICIAN WITHIN 24-HOURS OF REQUEST FOR SERVICE, INCLUDING WEEKENDS MUST PROVIDE EMERGENCY SERVICE. CONTRACTORS ARE TO PROVIDE PROPER INSTRUCTIONAL SIGNAGE AROUND LAUNDRY MACHINES, AND HAND SINKS WHERE NEEDED.

EQUIPMENT: CONTRACTOR MUST FURNISH AND INSTALL NOT ADDITIONAL COST CURRENT PRODUCT MODELS OF ANY AUTOMATIC DISPENSING EQUIPMENT NEEDED FOR THE DISPENSING OF PRODUCTS OFFERED. ANY EQUIPMENT SHALL REMAIN THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR AND SERVICE ALL DISPENSING EQUIPMENT. CONTRACTOR WILL SEE THAT THE PERSON IN CHARGE OF EACH USER LOCATION WILL BE INSTRUCTION ON OPERATIONS OF EQUIPMENT AND MINOR ADJUSTMENTS. DISPENSING EQUIPMENT SHALL MEET REQUIREMENT THAT WILL PROVIDE MINIMUM EXPOSURE TO CONCENTRATED COMPOUNDS FOR THE SAFETY AND HEALTH OF USERS. DISPENSING EQUIPMENT SHALL BE PROVIDED AND MAINTAINED AT NO ADDITIONAL CHARGE, INCLUDE INFORMATION ON THE DISPENSING EQUIPMENT PROVIDED WITH THE LAUNDRY CHEMICALS.

DOC FACILITY USE OF LAUNDRY DISPENSING EQUIPMENT. WILL BE CONSIDERED, WITH DISPENSERS OFFERED AT NO ADDITIONAL CHARGE AND MAINTAINED BY CONTRACTOR PROVIDING LAUNDRY CHEMICALS.

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Office of Purchasing & Contracting  
109 State St  
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United States

# CONTRACT



**Supplier 0000000445**  
**Foley Distributing Corp**  
**PO Box 99**  
**Rutland VT 05702**  
**United States**

<b>Contract ID</b> 000000000000000000000000034507	<b>Page</b> 5 of 7
<b>Contract Dates</b> 10/02/2017 to 10/01/2020	<b>Origin</b> CPS
<b>Description:</b> CPS-LAUNDRY CHEM & SVS	<b>Contract Maximum</b> \$99,999.99
<b>Buyer Name</b> Deborah L LaRose	<b>Buyer Phone</b> 828-4635
<b>Contract Status</b> Approved	

**Phone #: 800-950-3738**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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LIST OF MACHINES BY LOCATION WITH BRAND/MANUFACTURER AND MODEL NUMBER.

Chittenden Regional Corr. Fac.  
7 Farrell Street  
So. Burlington VT 05402

2 Washers - Milnor 30015T5E

Northwest State Corr. Fac.  
3649 Lower Newton Rd  
Swanton VT 05488

2 Washers - Unimac Model #UW80TVQ  
2 Washers - Samsung Model #WF350ANW/XAA

Marble Valley Reg. Corr. Fac.  
167 State Street  
Rutland VT 05701

4 Washer - Speed Queen #AWN4325P113TW04

Northeast Regional Corr. Fac.  
RFD#3 Route 5 South  
St Johnsbury VT 05819

2 Washers - Speed Queen Model STT45LQTF6G2W01

Caledonia Comm. Work Camp  
1266 US Route 5  
St Johnsbury VT 05819

2 Washer/Extractors - Yankee Equipment Model #SC20BN20

Southeast State Corr. Fac.  
546 State Farm Rd  
Windsor VT 05089

1 Washer - Continental Washer #EHOZOLA  
1 Washer - Speed Queen #LTSAPA

Southern State Corr. Fac.  
700 Charlestown Rd  
Springfield VT 05156

5 Front Loader - Girbeau #HS-6008  
12 Washers - Speed Queen #AWN432

Northern State Corr. Fac.  
2559 Glen Road  
Newport VT 05855

1 Washer - Estate ETW4400XQO  
1 Washer - LG True Steam WM2801HWA  
1 Washer - Amana NTW4600YQ1  
5 Washers - Speed Queen SCN040GN2FU

Woodside Juvenile Rehab. Ctr.  
26 Woodside Drive East

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Colchester VT 05446

2 Washers - Sears #WM2016CW

Vermont Veterans Home  
325 North Street  
Bennington VT 05201

Washer #1 - Speed Queen #SC40MN2OU60001  
Washer #2 - Milnor #36026X8J  
Washer #3 - Unimac #UX165PVQU70001  
Washer #4 - Unimac #UX100PVQU70001

CONTRACTOR CONTACT INFORMATION:  
DAVE HUGHES  
CELL: 802-233-0440  
OFFICE: 800-950-3738 Ext 230  
EMAIL: dhughes@foleydistributing.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
DEB LaROSE, PURCHASING AGENT,  
TELEPHONE 802-828-4635,  
FAX 802-828-2222  
E-MAIL: deborah.larose@vermont.gov

CONTRACT AMENDMENT #1 dated 10/01/2019

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from October 2, 2019 to October 1, 2020. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

II. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 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>



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# CONTRACT



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<b>Buyer Name</b> LaRose,Deborah L	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

**Phone #: 800-950-3738**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		LAUNDRY BUILDER, 15 GALLON DRUM, FOLEY FRONTIER ALK #2703X-15	DRM	116.82000	0.00	0.00
2		LAUNDRY DETERGENT, 15 GALLON DRUM, FOLEY POWER BLUE #2520N-15	DRM	105.13000	0.00	0.00
3		SOUR/LAUNDRY NEUTRALIZER, 15 GALLON DRUM, FOLEY FRONTIER SOUR #2538-12	DRM	122.30000	0.00	0.00
4		SOFTENER, 15 GALLON DRUM, FOLEY ULTRA SOFT #2506A-15	DRM	115.91000	0.00	0.00
5		BLEACH, 15 GALLON DRUM, FOLEY FRONTIER #2545X-15	DRM	60.73000	0.00	0.00
6		POWDER (BULK) LAUNDRY DEERAGENT, 50 LB./BOX, FOLEY MASTER SUDS #2978-50	BOX	30.37000	0.00	0.00
7		PRE-MEASURED LAUNDRY DETERGENT, 250-1.2 OZ.PKT/CS., FOLEY WHITE WINGS ULTRA HE #ST0795-ST	CS	42.59000	0.00	0.00
8		HE LAUNDRY DETERGENT, LOW FOAM, FOR FRONT LOADING WASHER, 4/1 GALLON/CASE, FOLEY, POWER BLUE #2520N-4	CS	30.35000	0.00	0.00
9		BLEACH, 4/1GALLON/CASE, FOLEY ULTRA WHITE #2545-4	CS	24.07000	0.00	0.00
10		LIQUID LAUNDRY DETERGENT WITH FABRIC SAFE BLEACH, 4/1 GALLON/CASE, FOLEY ULTRA COLOR BRITE #2547-4	CS	42.48000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

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METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15  
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15  
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15  
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

LAUNDRY PRODUCT CRITERIA: NO PHOSPHATE OR PHOSPHONATES SHALL BE ALLOWED IN THE FORMULATION OF LAUNDRY PRODUCTS IN THIS CONTRACT VERMONT STATE TITLE 10§ 1381, STATES NO HOUSEHOLD CLEANSING PRODUCT MAY BE DISTRIBUTED, SOLD, OFFERED, OR EXPOSED FOR SALE AT RETAIL, AFTER APRIL 1, 1978 THAT CONTAINS ELEMENTAL PHOSPHOROUS IN CONCENTRATION IN EXCESS OF A TRACE QUALITY.

# State of Vermont

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

# CONTRACT



**Vendor ID 000000445**  
**Foley Distributing Corp**  
**PO Box 99**  
**Rutland VT 05702**  
**United States**

<b>Contract ID</b> 0000000000000000000000000034507	<b>Page</b> 3 of 6
<b>Contract Dates</b> 10/02/2017 to 10/01/2019	<b>Origin</b> CPS
<b>Description:</b> CPS-LAURDRY CHEM & SVS	<b>Contract Maximum</b> \$99,999.99
<b>Buyer Name</b> LaRose, Deborah L	<b>Buyer Phone</b> 828-4635
	<b>Contract Status</b> Approved

**Phone #: 800-950-3738**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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LAUNDRY SOAP: THE STATE OF VERMONT OFFICE OF PURCHASING AND CONTRACTING IS SEEKING PROPOSALS FOR THE SUPPLY OF THE VARIOUS HIGH-END INDUSTRIAL LAUNDRY CHEMICALS WITH AUTOMATIC DISPENSING SYSTEMS, INCLUDING SERVICE AND MAINTENANCE. TECHNICAL SUPPORT AND EXPERTISE ARE A REQUIREMENT WITH ON-SITE VISITS ON A REGULAR BASIS (MONTHLY MINIMUM).

IN ADDITION, VARIOUS DEPARTMENT OF CORRECTIONS (DOC) FACILITIES, AND POSSIBLE OTHER LOCATIONS LOCATED THROUGHOUT THE STATE MAY REQUIRE VARIOUS HOUSEHOLD TYPE LAUNDRY PRODUCTS FOR USE IN HEAVY-DUTY RESIDENTIAL AND SMALL COMMERCIAL TYPE LAUNDRY EQUIPMENT.

ENVIRONMENTAL HEALTH AND SAFETY ISSUES: ESOH ARE A CONSIDERATION OF THIS AND ALL CONTRACTS ISSUED BY THE STATE OF VERMONT, SAFETY AND ENVIRONMENTAL CONCERNS MAY INCLUDE BUT NOT LIMITED TO ENVIRONMENTALLY PREFERABLE (LESS TOXIC) CHEMICALS, CHEMICAL USE AND STORAGE, WASTEWATER DISCHARGE, AIR QUALITY, ENERGY USE, WATER CONSUMPTION, AND MAINTENANCE OF EQUIPMENT. IT IS RECOGNIZED THAT THERE MAY BE SPECIFIC NEEDS ASSOCIATED WITH LAUNDRY FACILITIES AT THE VERMONT VETERANS' HOME.

"FULL DISCLOSURE, SAFETY DATA SHEETS (SDS) FOR ALL PRODUCTS SHALL BE INCLUDED WITH ALL DELIVERIES TO ALL LOCATIONS. IT IS DESIRABLE THAT CONTRACTOR PROVIDE A BINDER CONTAINING PRODUCT INFORMATION AND SDS FOR ALL PRODUCTS USED FOR EACH LOCATION.

MANUFACTURERS AND SUPPLIERS ARE ASKED TO CONSIDER THE FOLLOWING: NO OPTICAL BRIGHTENERS (NOT READILY BIODEGRADABLE AND OFTEN TOXIC TO AQUATIC LIFE). PREFERENCE FOR NON-CHLORINE OR OXYGEN SAFE BLEACH THAT READILY DEGRADES INTO OXYGEN AND WATER, CONCENTRATED, COLOR SAFE NON-TOXIC OR LESS TOXIC BIODEGRADABLE, SURFACTANTS NOT PETROLEUM BASED, FABRIC SOFTENERS ARE NON-ALLERGENIC, NO DYES, NO FRAGRANCE OR NATURE FRAGRANCE.

LAUNDRY FACILITIES: THE VERMONT VETERANS' HOME (VVH) USES LARGE COMMERCIAL WASHERS AND REQUIRES AUTOMATIC DISPENSING SYSTEMS, MAINTENANCE AND TECHNICAL SUPPORT. CONTRACTOR'S REPRESENTATIVE IS REQUIRED TO VISIT THE LOCATIONS A MINIMUM OF ONCE PER MONTH AS OTHERWISE REQUESTED BY THE LOCATION TO MONITOR AND MAINTAIN DISPENSING UNITS AND RELATED EQUIPMENT, AND SUPPLIES. A WRITTEN LOG OR COPY OF VISIT AND SERVICE PERFORMED SHALL BE PROVIDED TO THE VVH LAUNDRY ADMINISTRATOR AND TO EACH CORRECTIONAL FACILITY. CONTRACTOR SHALL NOT AT ANY TIME OVERSTOCK THE LOCATION WITH PRODUCTS, BUT MEET ONGOING SUPPLY NEEDS.

DEPARTMENT OF CORRECTIONS (DOC) FACILITIES USE HEAVY-DUTY RESIDENTIAL OR COMMERCIAL EQUIPMENT, AND INMATES GENERALLY DO LAUNDRY. THERE IS A VARIETY OF LAUNDRY PRODUCTS USED, ACCORDING TO THE DETERMINATION OF EACH LOCATION. TECHNICAL ADVICE AND SUPPORT MAY BE REQUESTED. THERE ARE SPECIAL SAFETY AND SECURITY NEEDS FOR CORRECTIONAL FACILITIES.

LAUNDRY PRODUCTS: PRODUCTS MUST BE EFFECTIVE FOR USE DESCRIBED AT THE RECOMMENDED DILUTION RATE. PREFERENCE FOR CHEMICALS FOR VVH INCLUDE LIQUID RATHER THAN SOLIDS, AND PRODUCTS SHALL BE SEPARATE CATEGORIES OF USE, I.E., NO BUILDER/DETERGENT COMBINATIONS, NO SOFTENER/SOUR COMBINATIONS, ETC.

TRANSITION OF ALL EQUIPMENT: CONTRACTOR MUST ENSURE A SMOOTH TRANSITION AT BOTH THE START AND END OF CONTRACT PERIOD.

PACKAGING: EFFORTS FOR REDUCED PACKAGE, RECYCLED CONTENT, AND RECYCLED CONTAINERS. IT IS DESIRABLE THAT CONTRACTOR PROVIDE SERVICE TO COLLECT AND RETURN PACKAGING AND CONTAINERS TO MANUFACTURER FOR REUSE OR RECYCLE. INDICATE IF BOTTLES, JUGS, PAILS, OTHER PACKAGING CONTAINS POST/PRE-CONSUMER RECYCLED CONTENT; THAT LABELS ARE PRINTED USING VEGETABLE-BASED INKS AND ARE PRINTED ON REMOVABLE SLEEVES; THAT CARTONS BE MADE FROM PRE/POST-CONSUMER RECYCLED CARDBOARD. IT IS DESIRABLE THAT CONTRACTOR INCLUDE INFORMATION ON RECYCLED CONTENT, EFFORTS TO REDUCE PACKAGING, ETC.

LABELING: EACH CONTAINER MUST BE LABELED SUBSTANTIALLY SO THAT INFORMATION IS CLEAR AND REMAINS LEGIBLE. EACH LABEL MUST CONTAIN PRODUCT NAME AND NAME AND ADDRESS OF MANUFACTURER. GENERIC DEFINITION OF USE; INSTRUCTION OF USE; INSTRUCTIONS ON USE, APPROPRIATE PRECAUTIONS NECESSARY FOR SAFE USE AND HANDLING AND ANTIDOTE INFORMATION; BRAND, LOT NUMBER, BATCH NUMBER, AND DATE OF MANUFACTURE; LIST OF INGREDIENTS AND PERCENTAGE THEREOF. A SAFETY DATA SHEET (SDS) MUST BE FURNISHED TO EACH USER. PREFERENCE MAY BE GIVEN, AT THE DISCRETION OF THE STATE OF VERMONT OFFICE OF PURCHASING AND CONTRACTING, FOR RECYCLABLE AND REDUCED PACKAGING (I.E., PRIMARY AND SECONDARY CONTAINER IS RECYCLABLE, CONCENTRATED PRODUCT, DILUTION RATION).





