

State of Vermont

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

CONTRACT



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

Contract ID 00000000000000000000000039007	Page 1 of 11
Contract Dates 09/01/2019 to 09/30/2022	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$300,000.00
Buyer Name Alvin Chen	Buyer Phone [Redacted]
Item Reference	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		CLEANER, BATHROOM, CONSUME BIO-BOWL, 12 QTS/CS., SPARTAN #SP-339703	CS	30.50000	0.00	0.00
2		CLEANER, BATHROOM, E03 ORGANIC ACID RESTROOM, 2/2.5 GAL/CS. MISCO #MP-105868	CS	92.25000	0.00	0.00
3		CLEANER, CARPET, EXTRACTION CLEANER, 4/1 GAL/CS. DIVERSEY #JD-903844 NEW PRICE EFFECTIVE 10-01-2021: \$45.82	CS	43.23000	0.00	0.00
4		CLEANER, CARPET, EXTRACTION CLEANER, J FILL, 2-2.5 LITER/CS., DIVERSEY #JD-904972 NEW PRICE EFFECTIVE 10-01-2021: \$58.68	CS	55.36000	0.00	0.00
5		CLEANER, CARPET, HD PRESpray PLUS, RTD, 2-1.5 LITER/CS. DIVERSEY #JD-93515034, NEW PRICE EFFECTIVE 10-01-2021: \$48.80	CS	46.04000	0.00	0.00
6		CLEANER, CARPET, HD PRESpray PLUS, J-FILL, 2-2.5 LITERS/CS., DIVERSEY #JD-904274 NEW PRICE EFFECTIVE 10-01-2021: \$74.58	CS	70.36000	0.00	0.00
7		CLEANER, FLOOR, SYNTEC NEUTRAL pH, 4-1 GAL/CS., SYNTHETIC LABS #PAT-0320-4-NA	CS	21.26000	0.00	0.00
8		CLEANER, FLOOR, H2O2 ORANGE TILE & GROUT RENOVATOR CONCENTRATE, 4-1 GAL/CS., ENVIROX #ENV-130-04B NEW PRICE EFFECTIVE 10-01-2021: \$69.76	CS	64.59000	0.00	0.00

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Contract ID 0000000000000000000000000039007	Page 2 of 11	
Contract Dates 09/01/2019 to 09/30/2022	Origin CPS	
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$300,000.00	
Buyer Name Alicia Chen	Buyer Phone 405-235-5555	Contract Status Approved
Item Reference		

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		CLEANER, FLOOR, STRIDE CITRUS HC3 NEUTRAL, RTD, 1-5 LITER/CS, DIVERSEY #JD-93063390 NEW PRICE EFFECTIVE 10-01-2021: \$47.95	CS	45.24000	0.00	0.00
10		CLEANER, FLOOR, STRIDE FRAGRANCE FREE SC NEUTRAL, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-94240626 NEW PRICE EFFECTIVE 10-01-2021: \$47.00	CS	44.34000	0.00	0.00
11		CLEANER, FLOOR, STRIDE CITRUS NEUTRAL CLEANER, 4-1 GAL/CS. DIVERSEY #JD-903904 NEW PRICE EFFECTIVE 10-01-2021: \$23.34	CS	22.02000	0.00	0.00
12		CLEANER, GENERAL PURPOSE, A-BEN-A-QUI, 6-20 OZ/CS, CLEANSOURCE #EZ-ABAQ	CS	45.60000	0.00	0.00
13		CLEANER, GENERAL PURPOSE, ALPHA HP, RTD, 2-1.5 LITER/CS., DIVERSEY #JD-3350727 NEW PRICE EFFECTIVE 10-01-2021: \$42.71	CS	40.29000	0.00	0.00
14		CLEANER, GENERAL PURPOSE, ALPHA HP, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-3401512 NEW PRICE EFFECTIVE 10-01-2021: \$59.25	CS	55.90000	0.00	0.00
15		CLEANER, GREEN CERTIFIED, GENERAL PURPOSE, H2O2 ORANGE, 4-1 GAL./CS, ENVIROX #ENV-116-04B NEW PRICE EFFECTIVE 10-01-2021: \$75.69	CS	72.78000	0.00	0.00

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Contract ID 000000000000000000039007	Page 3 of 11
Contract Dates 09/01/2019 to 09/30/2022	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$300,000.00
Buyer Name Alicia O'Brien	Buyer Phone 802-241-3333
Item Reference	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
16		CLEANER, GENERAL PURPOSE, H2ORANGE2 CONCENTRATE 117, 4-1 GAL/CS, ENVIROX#ENV-117-04B NEW PRICE EFFECTIVE 10-01-2021: \$97.62	CS	93.87000	0.00	0.00
17		CLEANER, GENERAL PURPOSE, TRIBASE, 4-1 GAL/CS, SPARTAN #SP-383004	CS	32.53000	0.00	0.00
18		CLEANER, GLASS, BIORENEWABLES, 12-1 QT/CS, SPARTAN #SP-323903	CS	21.30000	0.00	0.00
19		CLEANER, GLASS, GLANCE GLASS AND MULTI-PURPOSE,RTD, 2-1.5 LITER/CS, DIVERSEY #JD-93361936 NEW PRICE EFFECTIVE 10-01-2021: \$37.22	CS	35.11000	0.00	0.00
20		CLEANER, GLASS, GLANCE GLASS AND MULTI-PURPOSE,J-FILL, 2.5 LITER/CS, DIVERSEY #JD-93172641 NEW PRICE EFFECTIVE 10-01-2021: \$54.84	CS	51.74000	0.00	0.00
21		DEODORIZER, AIRLIFT CRANBERRY ICE, 12-1 QUART/CS., SPARTAN #SP-301803	CS	28.32000	0.00	0.00
22		DEODORIZER, AIRLIFT FRESH SCENT, 12-1 QUART/CS., SPARTAN #SP-302303	CS	20.63000	0.00	0.00
23		DISINFECTANT, OXIVIR TB WIPES, 12-TUBS 160 CT/CS. DIVERSEY #JD-4599516 NEW PRICE EFFECTIVE 10-01-2021: \$108.90	CS	102.74000	0.00	0.00

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Contract ID 0000000000000000000039007	Page 4 of 11
Contract Dates 09/01/2019 to 09/30/2022	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$300,000.00
Buyer Name Alor Open	Buyer Phone Approved
Item Reference	Contract Status

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
24		DISINFECTANT, GERMICIDAL BLEACH, 3-121 OZ./CS. CLOROX #CP-30966 NEW PRICE EFFECTIVE 10-01-2021: \$14.96	CS	13.85000	0.00	0.00
25		DISINFECTANT, OXIVIR FIVE 16 CONCENTRATE, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-4963331 NEW PRICE EFFECTIVE 10-01-2021: \$62.24	CS	58.72000	0.00	0.00
26		DISPENSER, DILUTION CONTROL, DIVERSEY #JD-04379	EA	0.01000	0.00	0.00
27		DISPENSER, E2B2 DILUTION CONTROL, ENVIROX #ENV-4-252-117 NEW PRICE EFFECTIVE 10-01-2021: \$114.70	EA	106.20000	0.00	0.00
28		DISPENSER, HAND SOAP, PRO-LINE, BLACK, 1 LITER, DEB-STOKO/SCJ #DS-91128	EA	0.01000	0.00	0.00
29		DISPENSER, HAND SOAP, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-91127	EA	0.01000	0.00	0.00
30		DISPENSER, HAND SANTIZIER, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-IFS1LDS	EA	0.01000	0.00	0.00
31		FLOOR FINISH, AQUARIA, 1-5 GALLON, DIVERSEY #JD-5120870 NEW PRICE EFFECTIVE 10-01-2021: \$90.44	EA	85.32000	0.00	0.00

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Contract Dates 09/01/2019 to 09/30/2022	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$300,000.00
Buyer Name Alec Olenik	Buyer Phone Approved
Item Reference	Contract Status

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
32		FLOOR STRIPPER, E06 ELEMENTS LOW ODOR,2-2.5 GAL/CS, MISCO #MP-105947	CS	53.22000	0.00	0.00
33		FLOOR STRIPPER, E15 ELEMENTS NEUTRAL, 2-2.5 GAL/CS, MISCO #MP-106163	CS	47.61000	0.00	0.00
34		FLOOR STRIPPER, GREEN SOLUTIONS FINISH REMOVER, 4-1 GAL/CS, SPARTAN #SP-350504	CS	52.67000	0.00	0.00
35		FLOOR STRIPPER, GREEN SOLUTIONS FLOOR FINISH REMOVER, 1-5 GAL., SPARTAN #SP-350505	EA	64.04000	0.00	0.00
36		GROUT SEALER, IRON STONE ACRYLIC SEAL, 4-1 GAL/CS., DIVERSEY #JD-4006110 NEW PRICE EFFECTIVE 10-01-2021: \$69.76	CS	65.81000	0.00	0.00
37		POLISH, WOOD, PREMIUM, 12-1 QUART/CS., SPARTAN #SP-302803	CS	36.46000	0.00	0.00
38		SOAP, HAND, GOJO PINK & KLEAN SKIN CLEANER, 12-800MIL/CS., GOJO # GJ-9128-12 NEW PRICE EFFECTIVE 10-01-2021: \$34.11	CS	31.58000	0.00	0.00
39		SOAP, HAND, LITE'N FOAMY SUNFLOWER FRESH, 4-1 GAL/CS, SPARTAN #SP-330504	CS	41.38000	0.00	0.00

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Contract Dates 09/01/2019 to 09/30/2022		Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS		Contract Maximum \$300,000.00
Buyer Name Allow Open	Buyer Phone Item Reference	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
40		SOAP, HAND, LOTIONIZED LIQUID, 4-1 GAL/CS., SPARTAN #SP-300304	CS	27.91000	0.00	0.00
41		WAX, FLOOR, WIWAX CLEANING AND MAINTENANCE SOLUTION 4-1 GAL/CS., DIVERSEY #JD-4512767 NEW PRICE EFFECTIVE 10-01-2021: \$75.84	CS	71.55000	0.00	0.00
42		CLEANER, FLOOR-RUBBER, PROFI FLOOR CLEANER/OIL AND GREASE REMOVER, 4-1 GAL/CS. DIVERSEY #JD-94512759 NEW PRICE EFFECTIVE 10-01-2021: \$54.65	CS	51.56000	0.00	0.00
43		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 2-2.5 GAL./CS, MISCO #MP-E08-MN-001	CS	68.38000	0.00	0.00
44		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 1-5 GAL/CS., MISCO #MP-106000	CS	67.60000	0.00	0.00
45		BOTTLE, SPRAY, 32 OZ. GREEN LABEL #ENV-8-550-117L, RED LABEL #ENV-8-552-117	EA	2.50000	0.00	0.00
46		DISPENSER FOR SOAP, LITE N FOAMY, BLACK, SPARTAN #SP-9757	EA	9.70000	0.00	0.00

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Contract ID 0000000000000000000039007	Page 7 of 11
Contract Dates 09/01/2019 to 09/30/2022	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$300,000.00
Buyer Name Alec Olenik	Buyer Phone Approved
Item Reference	Contract Status

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
47		OXIVIR TB RTU, CASE PACK: 12 - 32 oz. DIVERSEY #JD-4277285 NEW PRICE EFFECTIVE 10-01-2021: \$38.96	CS	36.75000	0.00	0.00
48		OXIVIR TB DISINFECTANT RTU, 5 GALLON PAIL, FOLEY #JD-1011024055	EA	169.00000	0.00	0.00
49		CHEMWIPE DRY WIPE SYSTEM, 180 SHEETS PER ROLL, 6 ROLLS AND 1 BUCKET PER CASE, FOLEY #GCW-MW-60	CS	149.00000	0.00	0.00
50		WHITE CENTERFEED SPUNLACE ROLL WIPES, 6-333 CT. ROLLS/CASE (1998 WIPES/CASE) MDI-91889	CS	68.00000	0.00	0.00
51		ROUND WHITE BUCKET W/DISPENSING LID FOR 91883 WIPES, 5 BUCKETS & LIDS, FOLEY #MDI-40432	CS	45.00000	0.00	0.00
52		SUPER RAG 12 X 13, WHITE, QUARTER FOLD, 50 TOWELS PER PACK, 10 PACKS PER CASE, (500 TOWELS), FOLEY #MDI-93126	CS	58.00000	0.00	0.00
53		All-Purpose Cleaner, Free and Clear, 1 gal Bottle, 2/Cartron Foley Order #SEV-44720	CS	23.81000	0.00	0.00
54		Glass and Surface Cleaner, Free and Clear, 2-1 Gal. Foley Order #SEV-44721	CS	23.81000	0.00	0.00

1. Parties. This is a contract for commodities between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Foley Distributing , with a principal place of business in Rutland, VT, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of Green Cleaning Chemicals. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed

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Contract ID 000000000000000000039007	Page 8 of 11
Contract Dates 09/01/2019 to 09/30/2022	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$300,000.00
Buyer Name Alton Open	Buyer Phone Approved
Item Reference	Contract Status

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
						\$200,000.00.

4. Contract Term. The period of contractor's performance shall begin on September 1, 2019 and end on September 30, 2021 with the option to renew for up to two additional 12-month periods.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of 15 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
- STATE OF VERMONT
CONTRACT AMENDMENT #1

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby deleted its entirety and replaced as set forth: 1. Line Items 1 through 46 as identified on Page(s) 1-6 of the Contract form.

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 ID 00000000000000000000000039007	Page 9 of 11
Contract Dates 09/01/2019 to 09/30/2022	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$300,000.00
Buyer Name Alison G. Smith	Buyer Phone [Redacted]
Item Reference [Redacted]	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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STATE OF VERMONT
CONTRACT AMENDMENT #2

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby deleted in its entirety and replaced as set forth: 1. Line Items 1 through 47 as identified on Page(s) 1-6 of the Contract form.

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 #3

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Foley Distributing, with a principal place of business in Rutland, VT (the "Contractor") that the contract between them originally dated as of September 1, 2019, Contract # 04, as amended to date, (the "Contract") is hereby amended as follows:

I. To incorporate Attachment D: State of Vermont - Federal Term Supplement (Non-Construction) for All Contracts and Purchases of Products and Services Connected with 2020 Pandemic.

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 #4

I. Attachment A, Scope of Services. The scope of services is amended as follows:

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Contract ID 0000000000000000000039007	Page 10 of 11
Contract Dates 09/01/2019 to 09/30/2022	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$300,000.00
Buyer Name Alton Open	Buyer Phone Approved
Item Reference	Contract Status

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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Section 1 of Attachment A is hereby deleted in its entirety and replaced as set forth: 1. Line Items 1 through 52 as identified on Page(s) 1-10 of the Contract form.

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 39007
CONTRACT AMENDMENT #5

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby amended by the addition of : Line Items 53 and 54 as identified on Page 7 of the Contract form and by the revision of Line Item 50.

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>

AUGUST 30, 2021
STATE OF VERMONT 39007
CONTRACT AMENDMENT #6

I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$200,000 to \$300,000, representing an increase of \$100,000.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from September 30, 2021 to September 30, 2022. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

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Contract Dates 09/01/2019 to 09/30/2022	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$300,000.00
Buyer Name Alton Open	Buyer Phone Item Reference
Contract Status Approved	

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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III. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby amended by the addition of the following requirements: Vendor price list has been updated effective October 1, 2021

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 11 pages. Except as modified by this Amendment 6, all provisions of the Contract remain in full force and effect.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer Fitch

Name: _____

Title: Commissioner - Buildings and General Services

Title: _____

Email: _____

Email: _____

State of Vermont

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

CONTRACT



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

Contract ID 0000000000000000000039007	Page 1 of 10
Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		CLEANER, BATHROOM, CONSUME BIO-BOWL, 12 QTS/CS., SPARTAN #SP-339703	CS	30.50000	0.00	0.00
2		CLEANER, BATHROOM, E03 ORGANIC ACID RESTROOM, 2/2.5 GAL/CS. MISCO #MP-105868	CS	92.25000	0.00	0.00
3		CLEANER, CARPET, EXTRACTION CLEANER, 4/1 GAL/CS. DIVERSEY #JD-903844	CS	43.23000	0.00	0.00
4		CLEANER, CARPET, EXTRACTION CLEANER, J FILL, 2-2.5 LITER/CS., DIVERSEY #JD-904972	CS	55.36000	0.00	0.00
5		CLEANER, CARPET, HD PRESpray PLUS, RTD, 2-1.5 LITER/CS. DIVERSEY #JD-93515034,	CS	46.04000	0.00	0.00
6		CLEANER, CARPET, HD PRESpray PLUS, J-FILL, 2-2.5 LITERS/CS., DIVERSEY #JD-904274	CS	70.36000	0.00	0.00
7		CLEANER, FLOOR, SYNTEC NEUTRAL pH, 4-1 GAL/CS., SYNTHETIC LABS #PAT-0320-4-NA	CS	21.26000	0.00	0.00
8		CLEANER, FLOOR, H2O2 ORANGE TILE & GROUT RENOVATOR CONCENTRATE, 4-1 GAL/CS., ENVIROX #ENV-130-04B	CS	64.59000	0.00	0.00

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Contract ID 0000000000000000000039007	Page 2 of 10
Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		CLEANER, FLOOR, STRIDE CITRUS HC3 NEUTRAL, RTD, 1-5 LITER/CS, DIVERSEY #JD-93063390	CS	45.24000	0.00	0.00
10		CLEANER, FLOOR, STRIDE FRAGRANCE FREE SC NEUTRAL, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-94240626	CS	44.34000	0.00	0.00
11		CLEANER, FLOOR, STRIDE CITRUS NEUTRAL CLEANER, 4-1 GAL/CS. DIVERSEY #JD-903904	CS	22.02000	0.00	0.00
12		CLEANER, GENERAL PURPOSE, A-BEN-A-QUI, 6-20 OZ/CS, CLEANSOURCE #EZ-ABAQ	CS	45.60000	0.00	0.00
13		CLEANER, GENERAL PURPOSE, ALPHA HP, RTD, 2-1.5 LITER/CS., DIVERSEY #JD-3350727	CS	40.29000	0.00	0.00
14		CLEANER, GENERAL PURPOSE, ALPHA HP, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-3401512	CS	55.90000	0.00	0.00
15		CLEANER, GREEN CERTIFIED, GENERAL PURPOSE, H2O2 ORANGE, 4-1 GAL./CS, ENVIROX #ENV-116-04B	CS	72.78000	0.00	0.00
16		CLEANER, GENERAL PURPOSE, H2ORANGE2 CONCENTRATE 117, 4-1 GAL/CS, ENVIROX#ENV-117-04B	CS	93.87000	0.00	0.00

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Contract ID 0000000000000000000039007	Page 3 of 10
Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
17		CLEANER, GENERAL PURPOSE, TRIBASE, 4-1 GAL/CS, SPARTAN #SP-383004	CS	32.53000	0.00	0.00
18		CLEANER, GLASS, BIORENEWABLES, 12-1 QT/CS, SPARTAN #SP-323903	CS	21.30000	0.00	0.00
19		CLEANER, GLASS, GLANCE GLASS AND MULTI-PURPOSE,RTD, 2-1.5 LITER/CS, DIVERSEY #JD-93361936	CS	35.11000	0.00	0.00
20		CLEANER, GLASS, GLANCE GLASS AND MULTI-PURPOSE,J-FILL, 2.5 LITER/CS, DIVERSEY #JD-93172641	CS	51.74000	0.00	0.00
21		DEODORIZER, AIRLIFT CRANBERRY ICE, 12-1 QUART/CS., SPARTAN #SP-301803	CS	28.32000	0.00	0.00
22		DEODORIZER, AIRLIFT FRESH SCENT, 12-1 QUART/CS., SPARTAN #SP-302303	CS	20.63000	0.00	0.00
23		DISINFECTANT, OXIVIR TB WIPES, 12-TUBS 160 CT/CS. DIVERSEY #JD-4599516	CS	102.74000	0.00	0.00
24		DISINFECTANT, GERMICIDAL BLEACH, 3-121 OZ./CS. CLOROX #CP-30966	CS	13.85000	0.00	0.00

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Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
25		DISINFECTANT, OXIVIR FIVE 16 CONCENTRATE, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-4963331	CS	58.72000	0.00	0.00
26		DISPENSER, DILUTION CONTROL, DIVERSEY #JD-04379	EA	0.01000	0.00	0.00
27		DISPENSER, E2B2 DILUTION CONTROL, ENVIROX #ENV-4-252-117	EA	106.20000	0.00	0.00
28		DISPENSER, HAND SOAP, PRO-LINE, BLACK, 1 LITER, DEB-STOKO/SCJ #DS-91128	EA	0.01000	0.00	0.00
29		DISPENSER, HAND SOAP, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-91127	EA	0.01000	0.00	0.00
30		DISPENSER, HAND SANTIZIER, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-IFS1LDS	EA	0.01000	0.00	0.00
31		FLOOR FINISH, AQUARIA, 1-5 GALLON, DIVERSEY #JD-5120870	EA	85.32000	0.00	0.00
32		FLOOR STRIPPER, E06 ELEMENTS LOW ODOR, 2-2.5 GAL/CS, MISCO #MP-105947	CS	53.22000	0.00	0.00

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Description: CPS-GREEN CLEANING CHEMICALS		Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
33		FLOOR STRIPPER, E15 ELEMENTS NEUTRAL, 2-2.5 GAL/CS, MISCO #MP-106163	CS	47.61000	0.00	0.00
34		FLOOR STRIPPER, GREEN SOLUTIONS FINISH REMOVER, 4-1 GAL/CS, SPARTAN #SP-350504	CS	52.67000	0.00	0.00
35		FLOOR STRIPPER, GREEN SOLUTIONS FLOOR FINISH REMOVER, 1-5 GAL., SPARTAN #SP-350505	EA	64.04000	0.00	0.00
36		GROUT SEALER, IRON STONE ACRYLIC SEAL, 4-1 GAL/CS., DIVERSEY #JD-4006110	CS	65.81000	0.00	0.00
37		POLISH, WOOD, PREMIUM, 12-1 QUART/CS., SPARTAN #SP-302803	CS	36.46000	0.00	0.00
38		SOAP, HAND, GOJO PINK & KLEAN SKIN CLEANER, 12-800MIL/CS., GOJO # GJ-9128-12	CS	31.58000	0.00	0.00
39		SOAP, HAND, LITE'N FOAMY SUNFLOWER FRESH, 4-1 GAL/CS, SPARTAN #SP-330504	CS	41.38000	0.00	0.00
40		SOAP, HAND, LOTIONIZED LIQUID, 4-1 GAL/CS., SPARTAN #SP-300304	CS	27.91000	0.00	0.00

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Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
41		WAX. FLOOR, WIWAX CLEANING AND MAINTENANCE SOLUTION 4-1 GAL/CS., DIVERSEY #JD-4512767	CS	71.55000	0.00	0.00
42		CLEANER, FLOOR-RUBBER, PROFI FLOOR CLEANER/OIL AND GREASE REMOVER, 4-1 GAL/CS. DIVERSEY #JD-94512759	CS	51.56000	0.00	0.00
43		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 2-2.5 GAL./CS, MISCO #MP-E08-MN-001	CS	68.38000	0.00	0.00
44		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 1-5 GAL/CS., MISCO #MP-106000	CS	67.60000	0.00	0.00
45		BOTTLE, SPRAY, 32 OZ. GREEN LABEL #ENV-8-550-117L, RED LABEL #ENV-8-552-117	EA	2.50000	0.00	0.00
46		DISPENSER FOR SOAP, LITE N FOAMY, BLACK, SPARTAN #SP-9757	EA	9.70000	0.00	0.00
47		OXIVIR TB RTU, CASE PACK: 12 - 32 oz. DIVERSEY #JD-4277285	CS	36.75000	0.00	0.00
48		OXIVIR TB DISINFECTANT RTU, 5 GALLON PAIL, FOLEY #JD-1011024055	EA	169.00000	0.00	0.00

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Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
49		CHEMWIPE DRY WIPE SYSTEM, 180 SHEETS PER ROLL, 6 ROLLS AND 1 BUCKET PER CASE, FOLEY #GCW-MW-60	CS	149.00000	0.00	0.00
50		WHITE CENTERFEED SPUNLACE ROLL WIPES, 6-333 CT. ROLLS/CASE (1998 WIPES/CASE) MDI-91889	CS	68.00000	0.00	0.00
51		ROUND WHITE BUCKET W/DISPENSING LID FOR 91883 WIPES, 5 BUCKETS & LIDS, FOLEY #MDI-40432	CS	45.00000	0.00	0.00
52		SUPER RAG 12 X 13, WHITE, QUARTER FOLD, 50 TOWELS PER PACK, 10 PACKS PER CASE, (500 TOWELS), FOLEY #MDI-93126	CS	58.00000	0.00	0.00
53		All-Purpose Cleaner, Free and Clear, 1 gal Bottle, 2/Cartron Foley Order #SEV-44720	CS	23.81000	0.00	0.00
54		Glass and Surface Cleaner, Free and Clear, 2-1 Gal. Foley Order #SEV-44721	CS	23.81000	0.00	0.00

1. Parties. This is a contract for commodities between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Foley Distributing, with a principal place of business in Rutland, VT, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of Green Cleaning Chemicals. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$200,000.00.

4. Contract Term. The period of contractor's performance shall begin on September 1, 2019 and end on September 30, 2021 with the option to renew for up to two additional 12-month periods.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

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Contract ID 000000000000000000000000039007	Page 8 of 10
Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of 15 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
- STATE OF VERMONT
CONTRACT AMENDMENT #1

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby deleted in its entirety and replaced as set forth: 1. Line Items 1 through 46 as identified on Page(s) 1-6 of the Contract form.

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

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby deleted in its entirety and replaced as set forth: 1. Line Items 1 through 47 as identified on Page(s) 1-6 of the Contract form.

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

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Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 #3

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Foley Distributing, with a principal place of business in Rutland, VT (the "Contractor") that the contract between them originally dated as of September 1, 2019, Contract # 04, as amended to date, (the "Contract") is hereby amended as follows:

I. To incorporate Attachment D: State of Vermont - Federal Term Supplement (Non-Construction) for All Contracts and Purchases of Products and Services Connected with 2020 Pandemic.

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 #4

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby deleted in its entirety and replaced as set forth: 1. Line Items 1 through 52 as identified on Page(s) 1-10 of the Contract form.

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

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Contract ID 0000000000000000000039007	Page 10 of 10
Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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(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 39007
CONTRACT AMENDMENT #5

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby amended by the addition of : Line Items 53 and 54 as identified on Page 7 of the Contract form and by the revision of Line Item 50.

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>

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 Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		CLEANER, BATHROOM, CONSUME BIO-BOWL, 12 QTS/CS., SPARTAN #SP-339703	CS	30.50000	0.00	0.00
2		CLEANER, BATHROOM, E03 ORGANIC ACID RESTROOM, 2/2.5 GAL/CS. MISCO #MP-105868	CS	92.25000	0.00	0.00
3		CLEANER, CARPET, EXTRACTION CLEANER, 4/1 GAL/CS. DIVERSEY #JD-903844	CS	43.23000	0.00	0.00
4		CLEANER, CARPET, EXTRACTION CLEANER, J FILL, 2-2.5 LITER/CS., DIVERSEY #JD-904972	CS	55.36000	0.00	0.00
5		CLEANER, CARPET, HD PRESpray PLUS, RTD, 2-1.5 LITER/CS. DIVERSEY #JD-93515034,	CS	46.04000	0.00	0.00
6		CLEANER, CARPET, HD PRESpray PLUS, J-FILL, 2-2.5 LITERS/CS., DIVERSEY #JD-904274	CS	70.36000	0.00	0.00
7		CLEANER, FLOOR, SYNTEC NEUTRAL pH, 4-1 GAL/CS., SYNTHETIC LABS #PAT-0320-4-NA	CS	21.26000	0.00	0.00
8		CLEANER, FLOOR, H2O2 ORANGE TILE & GROUT RENOVATOR CONCENTRATE, 4-1 GAL/CS., ENVIROX #ENV-130-04B	CS	64.59000	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 000000445
Foley Distributing Corp
PO Box 99
Rutland VT 05702
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Contract ID 0000000000000000000039007	Page 2 of 10
Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		CLEANER, FLOOR, STRIDE CITRUS HC3 NEUTRAL, RTD, 1-5 LITER/CS, DIVERSEY #JD-93063390	CS	45.24000	0.00	0.00
10		CLEANER, FLOOR, STRIDE FRAGRANCE FREE SC NEUTRAL, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-94240626	CS	44.34000	0.00	0.00
11		CLEANER, FLOOR, STRIDE CITRUS NEUTRAL CLEANER, 4-1 GAL/CS. DIVERSEY #JD-903904	CS	22.02000	0.00	0.00
12		CLEANER, GENERAL PURPOSE, A-BEN-A-QUI, 6-20 OZ/CS, CLEANSOURCE #EZ-ABAQ	CS	45.60000	0.00	0.00
13		CLEANER, GENERAL PURPOSE, ALPHA HP, RTD, 2-1.5 LITER/CS., DIVERSEY #JD-3350727	CS	40.29000	0.00	0.00
14		CLEANER, GENERAL PURPOSE, ALPHA HP, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-3401512	CS	55.90000	0.00	0.00
15		CLEANER, GREEN CERTIFIED, GENERAL PURPOSE, H2O2 ORANGE, 4-1 GAL./CS, ENVIROX #ENV-116-04B	CS	72.78000	0.00	0.00
16		CLEANER, GENERAL PURPOSE, H2ORANGE2 CONCENTRATE 117, 4-1 GAL/CS, ENVIROX#ENV-117-04B	CS	93.87000	0.00	0.00

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Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
17		CLEANER, GENERAL PURPOSE, TRIBASE, 4-1 GAL/CS, SPARTAN #SP-383004	CS	32.53000	0.00	0.00
18		CLEANER, GLASS, BIORENEWABLES, 12-1 QT/CS, SPARTAN #SP-323903	CS	21.30000	0.00	0.00
19		CLEANER, GLASS, GLANCE GLASS AND MULTI-PURPOSE,RTD, 2-1.5 LITER/CS, DIVERSEY #JD-93361936	CS	35.11000	0.00	0.00
20		CLEANER, GLASS, GLANCE GLASS AND MULTI-PURPOSE,J-FILL, 2.5 LITER/CS, DIVERSEY #JD-93172641	CS	51.74000	0.00	0.00
21		DEODORIZER, AIRLIFT CRANBERRY ICE, 12-1 QUART/CS., SPARTAN #SP-301803	CS	28.32000	0.00	0.00
22		DEODORIZER, AIRLIFT FRESH SCENT, 12-1 QUART/CS., SPARTAN #SP-302303	CS	20.63000	0.00	0.00
23		DISINFECTANT, OXIVIR TB WIPES, 12-TUBS 160 CT/CS. DIVERSEY #JD-4599516	CS	102.74000	0.00	0.00
24		DISINFECTANT, GERMICIDAL BLEACH, 3-121 OZ./CS. CLOROX #CP-30966	CS	13.85000	0.00	0.00

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Buyer Name Trevor R Lewis	Buyer Phone Approved

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
25		DISINFECTANT, OXIVIR FIVE 16 CONCENTRATE, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-4963331	CS	58.72000	0.00	0.00
26		DISPENSER, DILUTION CONTROL, DIVERSEY #JD-04379	EA	0.01000	0.00	0.00
27		DISPENSER, E2B2 DILUTION CONTROL, ENVIROX #ENV-4-252-117	EA	106.20000	0.00	0.00
28		DISPENSER, HAND SOAP, PRO-LINE, BLACK, 1 LITER, DEB-STOKO/SCJ #DS-91128	EA	0.01000	0.00	0.00
29		DISPENSER, HAND SOAP, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-91127	EA	0.01000	0.00	0.00
30		DISPENSER, HAND SANTIZIER, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-IFS1LDS	EA	0.01000	0.00	0.00
31		FLOOR FINISH, AQUARIA, 1-5 GALLON, DIVERSEY #JD-5120870	EA	85.32000	0.00	0.00
32		FLOOR STRIPPER, E06 ELEMENTS LOW ODOR, 2-2.5 GAL/CS, MISCO #MP-105947	CS	53.22000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
33		FLOOR STRIPPER, E15 ELEMENTS NEUTRAL, 2-2.5 GAL/CS, MISCO #MP-106163	CS	47.61000	0.00	0.00
34		FLOOR STRIPPER, GREEN SOLUTIONS FINISH REMOVER, 4-1 GAL/CS, SPARTAN #SP-350504	CS	52.67000	0.00	0.00
35		FLOOR STRIPPER, GREEN SOLUTIONS FLOOR FINISH REMOVER, 1-5 GAL., SPARTAN #SP-350505	EA	64.04000	0.00	0.00
36		GROUT SEALER, IRON STONE ACRYLIC SEAL, 4-1 GAL/CS., DIVERSEY #JD-4006110	CS	65.81000	0.00	0.00
37		POLISH, WOOD, PREMIUM, 12-1 QUART/CS., SPARTAN #SP-302803	CS	36.46000	0.00	0.00
38		SOAP, HAND, GOJO PINK & KLEAN SKIN CLEANER, 12-800MIL/CS., GOJO # GJ-9128-12	CS	31.58000	0.00	0.00
39		SOAP, HAND, LITE'N FOAMY SUNFLOWER FRESH, 4-1 GAL/CS, SPARTAN #SP-330504	CS	41.38000	0.00	0.00
40		SOAP, HAND, LOTIONIZED LIQUID, 4-1 GAL/CS., SPARTAN #SP-300304	CS	27.91000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
41		WAX. FLOOR, WIWAX CLEANING AND MAINTENANCE SOLUTION 4-1 GAL/CS., DIVERSEY #JD-4512767	CS	71.55000	0.00	0.00
42		CLEANER, FLOOR-RUBBER, PROFI FLOOR CLEANER/OIL AND GREASE REMOVER, 4-1 GAL/CS. DIVERSEY #JD-94512759	CS	51.56000	0.00	0.00
43		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 2-2.5 GAL./CS, MISCO #MP-E08-MN-001	CS	68.38000	0.00	0.00
44		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 1-5 GAL/CS., MISCO #MP-106000	CS	67.60000	0.00	0.00
45		BOTTLE, SPRAY, 32 OZ. GREEN LABEL #ENV-8-550-117L, RED LABEL #ENV-8-552-117	EA	2.50000	0.00	0.00
46		DISPENSER FOR SOAP, LITE N FOAMY, BLACK, SPARTAN #SP-9757	EA	9.70000	0.00	0.00
47		OXIVIR TB RTU, CASE PACK: 12 - 32 oz. DIVERSEY #JD-4277285	CS	36.75000	0.00	0.00
48		OXIVIR TB DISINFECTANT RTU, 5 GALLON PAIL, FOLEY #JD-1011024055	EA	169.00000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
49		CHEMWIPE DRY WIPE SYSTEM, 180 SHEETS PER ROLL, 6 ROLLS AND 1 BUCKET PER CASE, FOLEY #GCW-MW-60	CS	149.00000	0.00	0.00
50		WHITE CENTERFEED SPUNLACE ROLL WIPES, 18-2400 SHEETS ROLLS (360 WIPES) FOLEY #MDI-91883	CS	139.00000	0.00	0.00
51		ROUND WHITE BUCKET W/DISPENSING LID FOR 91883 WIPES, 5 BUCKETS & LIDS, FOLEY #MDI-40432	CS	45.00000	0.00	0.00
52		SUPER RAG 12 X 13, WHITE, QUARTER FOLD, 50 TOWELS PER PACK, 10 PACKS PER CASE, (500 TOWELS), FOLEY #MDI-93126	CS	58.00000	0.00	0.00

1. Parties. This is a contract for commodities between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Foley Distributing, with a principal place of business in Rutland, VT, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of Green Cleaning Chemicals. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$200,000.00.

4. Contract Term. The period of contractor's performance shall begin on September 1, 2019 and end on September 30, 2021 with the option to renew for up to two additional 12-month periods.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of 15 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)

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Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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
- STATE OF VERMONT
CONTRACT AMENDMENT #1

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby deleted in its entirety and replaced as set forth: 1. Line Items 1 through 46 as identified on Page(s) 1-6 of the Contract form.

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

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby deleted in its entirety and replaced as set forth: 1. Line Items 1 through 47 as identified on Page(s) 1-6 of the Contract form.

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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Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved
Contract Status Approved	

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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STATE OF VERMONT
CONTRACT AMENDMENT #3

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Foley Distributing, with a principal place of business in Rutland, VT (the "Contractor") that the contract between them originally dated as of September 1, 2019, Contract # 04, as amended to date, (the "Contract") is hereby amended as follows:

I. To incorporate Attachment D: State of Vermont - Federal Term Supplement (Non-Construction) for All Contracts and Purchases of Products and Services Connected with 2020 Pandemic.

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 #4

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby deleted in its entirety and replaced as set forth: 1. Line Items 1 through 52 as identified on Page(s) 1-10 of the Contract form.

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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Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

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Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		CLEANER, BATHROOM, CONSUME BIO-BOWL, 12 QTS/CS., SPARTAN #SP-339703	CS	30.50000	0.00	0.00
2		CLEANER, BATHROOM, E03 ORGANIC ACID RESTROOM, 2/2.5 GAL/CS. MISCO #MP-105868	CS	92.25000	0.00	0.00
3		CLEANER, CARPET, EXTRACTION CLEANER, 4/1 GAL/CS. DIVERSEY #JD-903844	CS	43.23000	0.00	0.00
4		CLEANER, CARPET, EXTRACTION CLEANER, J FILL, 2-2.5 LITER/CS., DIVERSEY #JD-904972	CS	55.36000	0.00	0.00
5		CLEANER, CARPET, HD PRESpray PLUS, RTD, 2-1.5 LITER/CS. DIVERSEY #JD-93515034,	CS	46.04000	0.00	0.00
6		CLEANER, CARPET, HD PRESpray PLUS, J-FILL, 2-2.5 LITERS/CS., DIVERSEY #JD-904274	CS	70.36000	0.00	0.00
7		CLEANER, FLOOR, SYNTEC NEUTRAL pH, 4-1 GAL/CS., SYNTHETIC LABS #PAT-0320-4-NA	CS	21.26000	0.00	0.00
8		CLEANER, FLOOR, H2O2 ORANGE TILE & GROUT RENOVATOR CONCENTRATE, 4-1 GAL/CS., ENVIROX #ENV-130-04B	CS	64.59000	0.00	0.00

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Buyer Name Trevor R Lewis	Buyer Phone	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		CLEANER, FLOOR, STRIDE CITRUS HC3 NEUTRAL, RTD, 1-5 LITER/CS, DIVERSEY #JD-93063390	CS	45.24000	0.00	0.00
10		CLEANER, FLOOR, STRIDE FRAGRANCE FREE SC NEUTRAL, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-94240626	CS	44.34000	0.00	0.00
11		CLEANER, FLOOR, STRIDE CITRUS NEUTRAL CLEANER, 4-1 GAL/CS. DIVERSEY #JD-903904	CS	22.02000	0.00	0.00
12		CLEANER, GENERAL PURPOSE, A-BEN-A-QUI, 6-20 OZ/CS, CLEANSOURCE #EZ-ABAQ	CS	45.60000	0.00	0.00
13		CLEANER, GENERAL PURPOSE, ALPHA HP, RTD, 2-1.5 LITER/CS., DIVERSEY #JD-3350727	CS	40.29000	0.00	0.00
14		CLEANER, GENERAL PURPOSE, ALPHA HP, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-3401512	CS	55.90000	0.00	0.00
15		CLEANER, GREEN CERTIFIED, GENERAL PURPOSE, H2O2 ORANGE, 4-1 GAL./CS, ENVIROX #ENV-116-04B	CS	72.78000	0.00	0.00
16		CLEANER, GENERAL PURPOSE, H2ORANGE2 CONCENTRATE 117, 4-1 GAL/CS, ENVIROX#ENV-117-04B	CS	93.87000	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 0000000445
Foley Distributing Corp
PO Box 99
Rutland VT 05702
United States

Contract ID 0000000000000000000039007	Page 3 of 9
Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS	Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
17		CLEANER, GENERAL PURPOSE, TRIBASE, 4-1 GAL/CS, SPARTAN #SP-383004	CS	32.53000	0.00	0.00
18		CLEANER, GLASS, BIORENEWABLES, 12-1 QT/CS, SPARTAN #SP-323903	CS	21.30000	0.00	0.00
19		CLEANER, GLASS, GLANCE GLASS AND MULTI-PURPOSE,RTD, 2-1.5 LITER/CS, DIVERSEY #JD-93361936	CS	35.11000	0.00	0.00
20		CLEANER, GLASS, GLANCE GLASS AND MULTI-PURPOSE,J-FILL, 2.5 LITER/CS, DIVERSEY #JD-93172641	CS	51.74000	0.00	0.00
21		DEODORIZER, AIRLIFT CRANBERRY ICE, 12-1 QUART/CS., SPARTAN #SP-301803	CS	28.32000	0.00	0.00
22		DEODORIZER, AIRLIFT FRESH SCENT, 12-1 QUART/CS., SPARTAN #SP-302303	CS	20.63000	0.00	0.00
23		DISINFECTANT, OXIVIR TB WIPES, 12-TUBS 160 CT/CS. DIVERSEY #JD-4599516	CS	102.74000	0.00	0.00
24		DISINFECTANT, GERMICIDAL BLEACH, 3-121 OZ./CS. CLOROX #CP-30966	CS	13.85000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
25		DISINFECTANT, OXIVIR FIVE 16 CONCENTRATE, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-4963331	CS	58.72000	0.00	0.00
26		DISPENSER, DILUTION CONTROL, DIVERSEY #JD-04379	EA	0.01000	0.00	0.00
27		DISPENSER, E2B2 DILUTION CONTROL, ENVIROX #ENV-4-252-117	EA	106.20000	0.00	0.00
28		DISPENSER, HAND SOAP, PRO-LINE, BLACK, 1 LITER, DEB-STOKO/SCJ #DS-91128	EA	0.01000	0.00	0.00
29		DISPENSER, HAND SOAP, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-91127	EA	0.01000	0.00	0.00
30		DISPENSER, HAND SANTIZIER, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-IFS1LDS	EA	0.01000	0.00	0.00
31		FLOOR FINISH, AQUARIA, 1-5 GALLON, DIVERSEY #JD-5120870	EA	85.32000	0.00	0.00
32		FLOOR STRIPPER, E06 ELEMENTS LOW ODOR, 2-2.5 GAL/CS, MISCO #MP-105947	CS	53.22000	0.00	0.00

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Contract Dates 09/01/2019 to 09/30/2021		Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS		Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
33		FLOOR STRIPPER, E15 ELEMENTS NEUTRAL, 2-2.5 GAL/CS, MISCO #MP-106163	CS	47.61000	0.00	0.00
34		FLOOR STRIPPER, GREEN SOLUTIONS FINISH REMOVER, 4-1 GAL/CS, SPARTAN #SP-350504	CS	52.67000	0.00	0.00
35		FLOOR STRIPPER, GREEN SOLUTIONS FLOOR FINISH REMOVER, 1-5 GAL., SPARTAN #SP-350505	EA	64.04000	0.00	0.00
36		GROUT SEALER, IRON STONE ACRYLIC SEAL, 4-1 GAL/CS., DIVERSEY #JD-4006110	CS	65.81000	0.00	0.00
37		POLISH, WOOD, PREMIUM, 12-1 QUART/CS., SPARTAN #SP-302803	CS	36.46000	0.00	0.00
38		SOAP, HAND, GOJO PINK & KLEAN SKIN CLEANER, 12-800MIL/CS., GOJO # GJ-9128-12	CS	31.58000	0.00	0.00
39		SOAP, HAND, LITE'N FOAMY SUNFLOWER FRESH, 4-1 GAL/CS, SPARTAN #SP-330504	CS	41.38000	0.00	0.00
40		SOAP, HAND, LOTIONIZED LIQUID, 4-1 GAL/CS., SPARTAN #SP-300304	CS	27.91000	0.00	0.00

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Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
41		WAX. FLOOR, WIWAX CLEANING AND MAINTENANCE SOLUTION 4-1 GAL/CS., DIVERSEY #JD-4512767	CS	71.55000	0.00	0.00
42		CLEANER, FLOOR-RUBBER, PROFI FLOOR CLEANER/OIL AND GREASE REMOVER, 4-1 GAL/CS. DIVERSEY #JD-94512759	CS	51.56000	0.00	0.00
43		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 2-2.5 GAL./CS, MISCO #MP-E08-MN-001	CS	68.38000	0.00	0.00
44		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 1-5 GAL/CS., MISCO #MP-106000	CS	67.60000	0.00	0.00
45		BOTTLE, SPRAY, 32 OZ. GREEN LABEL #ENV-8-550-117L, RED LABEL #ENV-8-552-117	EA	2.50000	0.00	0.00
46		DISPENSER FOR SOAP, LITE N FOAMY, BLACK, SPARTAN #SP-9757	EA	9.70000	0.00	0.00
47		OXIVIR TB RTU, CASE PACK: 12 - 32 oz. DIVERSEY #JD-4277285	CS	36.75000	0.00	0.00

1. Parties. This is a contract for commodities between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Foley Distributing, with a principal place of business in Rutland, VT, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of Green Cleaning Chemicals. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$200,000.00.

4. Contract Term. The period of contractor's performance shall begin on September 1, 2019 and end on September 30, 2021 with the option to renew for up to two additional 12-month periods.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

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Contract Dates 09/01/2019 to 09/30/2021	Origin CPS
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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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 #3

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Foley Distributing, with a principal place of business in Rutland, VT (the "Contractor") that the contract between them originally dated as of September 1, 2019, Contract # 04, as amended to date, (the "Contract") is hereby amended as follows:

I. To incorporate Attachment D: State of Vermont - Federal Term Supplement (Non-Construction) for All Contracts and Purchases of Products and Services Connected with 2020 Pandemic.

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 Dates 09/01/2019 to 09/30/2021		Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS		Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Christopher Cole

Name: _____

Commissioner

Title: Buildings & General Services

Title: _____

Email: _____

Email: _____

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

**for all Contracts and Purchases
of Products and Services Connected with 2020 Pandemic**

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more certify that each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency

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 AND FEDERAL WATER POLLUTION CONTROL 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.
4. 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.
5. 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.
6. 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. 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

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Contract Dates 09/01/2019 to 09/30/2021		Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS		Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		CLEANER, BATHROOM, CONSUME BIO-BOWL, 12 QTS/CS., SPARTAN #SP-339703	CS	30.50000	0.00	0.00
2		CLEANER, BATHROOM, E03 ORGANIC ACID RESTROOM, 2/2.5 GAL/CS. MISCO #MP-105868	CS	92.25000	0.00	0.00
3		CLEANER, CARPET, EXTRACTION CLEANER, 4/1 GAL/CS. DIVERSEY #JD-903844	CS	43.23000	0.00	0.00
4		CLEANER, CARPET, EXTRACTION CLEANER, J FILL, 2-2.5 LITER/CS., DIVERSEY #JD-904972	CS	55.36000	0.00	0.00
5		CLEANER, CARPET, HD PRESpray PLUS, RTD, 2-1.5 LITER/CS. DIVERSEY #JD-93515034,	CS	46.04000	0.00	0.00
6		CLEANER, CARPET, HD PRESpray PLUS, J-FILL, 2-2.5 LITERS/CS., DIVERSEY #JD-904274	CS	70.36000	0.00	0.00
7		CLEANER, FLOOR, SYNTEC NEUTRAL pH, 4-1 GAL/CS., SYNTHETIC LABS #PAT-0320-4-NA	CS	21.26000	0.00	0.00
8		CLEANER, FLOOR, H2O2 ORANGE TILE & GROUT RENOVATOR CONCENTRATE, 4-1 GAL/CS., ENVIROX #ENV-130-04B	CS	64.59000	0.00	0.00

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Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		CLEANER, FLOOR, STRIDE CITRUS HC3 NEUTRAL, RTD, 1-5 LITER/CS, DIVERSEY #JD-93063390	CS	45.24000	0.00	0.00
10		CLEANER, FLOOR, STRIDE FRAGRANCE FREE SC NEUTRAL, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-94240626	CS	44.34000	0.00	0.00
11		CLEANER, FLOOR, STRIDE CITRUS NEUTRAL CLEANER, 4-1 GAL/CS. DIVERSEY #JD-903904	CS	22.02000	0.00	0.00
12		CLEANER, GENERAL PURPOSE, A-BEN-A-QUI, 6-20 OZ/CS, CLEANSOURCE #EZ-ABEQ	CS	45.60000	0.00	0.00
13		CLEANER, GENERAL PURPOSE, ALPHA HP, RTD, 2-1.5 LITER/CS., DIVERSEY #JD-3350727	CS	40.29000	0.00	0.00
14		CLEANER, GENERAL PURPOSE, ALPHA HP, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-3401512	CS	55.90000	0.00	0.00
15		CLEANER, GREEN CERTIFIED, GENERAL PURPOSE, H2O2 ORANGE, 4-1 GAL./CS, ENVIROX #ENV-116-04B	CS	72.78000	0.00	0.00
16		CLEANER, GENERAL PURPOSE, H2ORANGE2 CONCENTRATE 117, 4-1 GAL/CS, ENVIROX#ENV-117-04B	CS	93.87000	0.00	0.00

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17		CLEANER, GENERAL PURPOSE, TRIBASE, 4-1 GAL/CS, SPARTAN #SP-383004	CS	32.53000	0.00	0.00
18		CLEANER, GLASS, BIORENEWABLES, 12-1 QT/CS, SPARTAN #SP-323903	CS	21.30000	0.00	0.00
19		CLEANER, GLASS, GLANCE GLASS AND MULTI-PURPOSE,RTD, 2-1.5 LITER/CS, DIVERSEY #JD-93361936	CS	35.11000	0.00	0.00
20		CLEANER, GLASS, GLANCE GLASS AND MULTI-PURPOSE,J-FILL, 2.5 LITER/CS, DIVERSEY #JD-93172641	CS	51.74000	0.00	0.00
21		DEODORIZER, AIRLIFT CRANBERRY ICE, 12-1 QUART/CS., SPARTAN #SP-301803	CS	28.32000	0.00	0.00
22		DEODORIZER, AIRLIFT FRESH SCENT, 12-1 QUART/CS., SPARTAN #SP-302303	CS	20.63000	0.00	0.00
23		DISINFECTANT, OXIVIR TB WIPES, 12-TUBS 160 CT/CS. DIVERSEY #JD-4599516	CS	102.74000	0.00	0.00
24		DISINFECTANT, GERMICIDAL BLEACH, 3-121 OZ./CS. CLOROX #CP-30966	CS	13.85000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
25		DISINFECTANT, OXIVIR FIVE 16 CONCENTRATE, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-4963331	CS	58.72000	0.00	0.00
26		DISPENSER, DILUTION CONTROL, DIVERSEY #JD-04379	EA	0.01000	0.00	0.00
27		DISPENSER, E2B2 DILUTION CONTROL, ENVIROX #ENV-4-252-117	EA	106.20000	0.00	0.00
28		DISPENSER, HAND SOAP, PRO-LINE, BLACK, 1 LITER, DEB-STOKO/SCJ #DS-91128	EA	0.01000	0.00	0.00
29		DISPENSER, HAND SOAP, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-91127	EA	0.01000	0.00	0.00
30		DISPENSER, HAND SANTIZIER, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-IFS1LDS	EA	0.01000	0.00	0.00
31		FLOOR FINISH, AQUARIA, 1-5 GALLON, DIVERSEY #JD-5120870	EA	85.32000	0.00	0.00
32		FLOOR STRIPPER, E06 ELEMENTS LOW ODOR,2-2.5 GAL/CS, MISCO #MP-105947	CS	53.22000	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 0000000445
Foley Distributing Corp
PO Box 99
Rutland VT 05702
United States

Contract ID 0000000000000000000039007		Page 5 of 8
Contract Dates 09/01/2019 to 09/30/2021		Origin CPS
Description: CPS-GREEN CLEANING CHEMICALS		Contract Maximum \$200,000.00
Buyer Name Trevor R Lewis	Buyer Phone	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
33		FLOOR STRIPPER, E15 ELEMENTS NEUTRAL, 2-2.5 GAL/CS, MISCO #MP-106163	CS	47.61000	0.00	0.00
34		FLOOR STRIPPER, GREEN SOLUTIONS FINISH REMOVER, 4-1 GAL/CS, SPARTAN #SP-350504	CS	52.67000	0.00	0.00
35		FLOOR STRIPPER, GREEN SOLUTIONS FLOOR FINISH REMOVER, 1-5 GAL., SPARTAN #SP-350505	EA	64.04000	0.00	0.00
36		GROUT SEALER, IRON STONE ACRYLIC SEAL, 4-1 GAL/CS., DIVERSEY #JD-4006110	CS	65.81000	0.00	0.00
37		POLISH, WOOD, PREMIUM, 12-1 QUART/CS., SPARTAN #SP-302803	CS	36.46000	0.00	0.00
38		SOAP, HAND, GOJO PINK & KLEAN SKIN CLEANER, 12-800MIL/CS., GOJO # GJ-9128-12	CS	31.58000	0.00	0.00
39		SOAP, HAND, LITE'N FOAMY SUNFLOWER FRESH, 4-1 GAL/CS, SPARTAN #SP-330504	CS	41.38000	0.00	0.00
40		SOAP, HAND, LOTIONIZED LIQUID, 4-1 GAL/CS., SPARTAN #SP-300304	CS	27.91000	0.00	0.00

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41		WAX, FLOOR, WIWAX CLEANING AND MAINTENANCE SOLUTION 4-1 GAL/CS., DIVERSEY #JD-4512767	CS	71.55000	0.00	0.00
42		CLEANER, FLOOR-RUBBER, PROFI FLOOR CLEANER/OIL AND GREASE REMOVER, 4-1 GAL/CS. DIVERSEY #JD-94512759	CS	51.56000	0.00	0.00
43		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 2-2.5 GAL./CS, MISCO #MP-E08-MN-001	CS	68.38000	0.00	0.00
44		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 1-5 GAL/CS., MISCO #MP-106000	CS	67.60000	0.00	0.00
45		BOTTLE, SPRAY, 32 OZ. GREEN LABEL #ENV-8-550-117L, RED LABEL #ENV-8-552-117	EA	2.50000	0.00	0.00
46		DISPENSER FOR SOAP, LITE N FOAMY, BLACK, SPARTAN #SP-9757	EA	9.70000	0.00	0.00

1. Parties. This is a contract for commodities between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Foley Distributing, with a principal place of business in Rutland, VT, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is commodities generally on the subject of Green Cleaning Chemicals. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$200,000.00.

4. Contract Term. The period of contractor's performance shall begin on September 1, 2019 and end on September 30, 2021 with the option to renew for up to two additional 12-month periods.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

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Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of 15 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
- STATE OF VERMONT
CONTRACT AMENDMENT #1

I. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 of Attachment A is hereby deleted its entirety and replaced as set forth: 1. Line Items 1 through 46 as identified on Page(s) 1-6 of the Contract form.

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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Buyer Name Trevor R Lewis	Buyer Phone	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		CLEANER, BATHROOM, CONSUME BIO-BOWL, 12 QTS/CS., SPARTAN #SP-339703	CS	30.50000	0.00	0.00
2		CLEANER, BATHROOM, E03 ORGANIC ACID RESTROOM, 2/2.5 GAL/CS. MISCO #MP-105868	CS	92.25000	0.00	0.00
3		CLEANER, CARPET, EXTRACTION CLEANER, 4/1 GAL/CS. DIVERSEY #JD-903844	CS	43.23000	0.00	0.00
4		CLEANER, CARPET, EXTRACTION CLEANER, J FILL, 2-2.5 LITER/CS., DIVERSEY #JD-904972	CS	55.36000	0.00	0.00
5		CLEANER, CARPET, HD PRESpray PLUS, RTD, 2-1.5 LITER/CS. DIVERSEY #JD-93515034,	CS	46.04000	0.00	0.00
6		CLEANER, CARPET, HD PRESpray PLUS, J-FILL, 2-2.5 LITERS/CS., DIVERSEY #JD-904274	CS	70.36000	0.00	0.00
7		CLEANER, FLOOR, SYNTEC NEUTRAL pH, 4-1 GAL/CS., SYNTHETIC LABS #PAT-0320-4-NA	CS	21.26000	0.00	0.00
8		CLEANER, FLOOR, H2O2 ORANGE TILE & GROUT RENOVATOR CONCENTRATE, 4-1 GAL/CS., ENVIROX #ENV-130-04B	CS	64.59000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
9		CLEANER, FLOOR, STRIDE CITRUS HC3 NEUTRAL, RTD, 1-5 LITER/CS, DIVERSEY #JD-93063390	CS	45.24000	0.00	0.00
10		CLEANER, FLOOR, STRIDE FRAGRANCE FREE SC NEUTRAL, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-94240626	CS	44.34000	0.00	0.00
11		CLEANER, FLOOR, STRIDE CITRUS NEUTRAL CLEANER, 4-1 GAL/CS. DIVERSEY #JD-903904	CS	22.02000	0.00	0.00
12		CLEANER, GENERAL PURPOSE, A-BEN-A-QUI, 6-20 OZ/CS, CLEANSOURCE #EZ-ABAQ	CS	45.60000	0.00	0.00
13		CLEANER, GENERAL PURPOSE, ALPHA HP, RTD, 2-1.5 LITER/CS., DIVERSEY #JD-3350727	CS	40.29000	0.00	0.00
14		CLEANER, GENERAL PURPOSE, ALPHA HP, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-3401512	CS	55.90000	0.00	0.00
15		CLEANER, GREEN CERTIFIED, GENERAL PURPOSE, H2O2 ORANGE, 4-1 GAL./CS, ENVIROX #ENV-116-04B	CS	72.78000	0.00	0.00
16		CLEANER, GENERAL PURPOSE, H2ORANGE2 CONCENTRATE 117, 4-1 GAL/CS, ENVIROX#ENV-117-04B	CS	93.87000	0.00	0.00

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25		DISINFECTANT, OXIVIR FIVE 16 CONCENTRATE, J-FILL, 2-2.5 LITER/CS. DIVERSEY #JD-4963331	CS	58.72000	0.00	0.00
26		DISPENSER, DILUTION CONTROL, DIVERSEY #JD-04379	EA	0.01000	0.00	0.00
27		DISPENSER, E2B2 DILUTION CONTROL, ENVIROX #ENV-4-252-117	EA	106.20000	0.00	0.00
28		DISPENSER, HAND SOAP, PRO-LINE, BLACK, 1 LITER, DEB-STOKO/SCJ #DS-91128	EA	0.01000	0.00	0.00
29		DISPENSER, HAND SOAP, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-91127	EA	0.01000	0.00	0.00
30		DISPENSER, HAND SANTIZIER, PRO-LINE, WHITE, 1 LITER, DEB-STOKO/SCJ #DS-IFS1LDS	EA	0.01000	0.00	0.00
31		FLOOR FINISH, AQUARIA, 1-5 GALLON, DIVERSEY #JD-5120870	EA	85.32000	0.00	0.00
32		FLOOR STRIPPER, E06 ELEMENTS LOW ODOR, 2-2.5 GAL/CS, MISCO #MP-105947	CS	53.22000	0.00	0.00

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34		FLOOR STRIPPER, GREEN SOLUTIONS FINISH REMOVER, 4-1 GAL/CS, SPARTAN #SP-350504	CS	52.67000	0.00	0.00
35		FLOOR STRIPPER, GREEN SOLUTIONS FLOOR FINISH REMOVER, 1-5 GAL., SPARTAN #SP-350505	EA	64.04000	0.00	0.00
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42		CLEANER, FLOOR-RUBBER, PROFI FLOOR CLEANER/OIL AND GREASE REMOVER, 4-1 GAL/CS. DIVERSEY #JD-94512759	CS	51.56000	0.00	0.00
43		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 2-2.5 GAL./CS, MISCO #MP-E08-MN-001	CS	68.38000	0.00	0.00
44		FLOOR FINISH, E08 ELEMENTS ZINC FREE FLOOR FINISH, 1-5 GAL/CS., MISCO #MP-106000	CS	67.60000	0.00	0.00
45		BOTTLE, SPRAY, 32 OZ. GREEN LABEL #ENV-8-550-117L, RED LABEL #ENV-8-552-117	EA	2.50000	0.00	0.00

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

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____