

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and WB Mason Company, with a principal place of business in Brockton, MA (the "Contractor") that the contract between them originally dated as of January 1, 2020, Contract # 39514, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2023 to December 31, 2024.
- II. **Attachment A, Section 1.** The scope of services is amended as follows:

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

Line #	Current Description	Current Item #	New Description	New Item #	New Price
3	9" Plate , Paper, Heavy Weight 100/Case	AJMCP9GOEWH	Chef's Supply Coated Paper Plates, 9 in, White, 1000/Case	CSIPLATE9C	\$35.99
15	Cup, Graduated , 1oz, 5000/CT	BP57200001	Cup, Graduated , 1oz, 5000/CT	CALIMEGMPP1	\$67.99
23	Napkins, Lunch Size, 1 ply, 12"x13"	CSWLN12500	Morcon Tissue Morsoft Lunch Napkins, 1-Ply, White, 11.8 in x 11.8 in, 500 Napkins/Pack, 12 Packs/Case	MOR1250	\$50.47
24	Wrap, Foil, Heavy Duty, 18x500	CSWF18500HD	Chef's Supply Heavy Duty Aluminum Foil Roll, 18 in. x 500 ft.	CSIFL18500HD	\$26.26
29	Paper Bag #57 500/Case	CALIDU1657K	Chef's Supply #1/6 Kraft Paper Bag, 12" x 7" x 17", 57 lb, 100 gsm, 500/Bundle	CSI16BAG57	\$53.16
30	Paper Bag, 12# 500/Case	BAGGK12500	Chef's Supply #12 Kraft Paper Bag, 7" x 4.5" x 13.8", 40 lb, 70 gsm, 500/Bundle	CSI12BAG40	\$29.21
31	Paper Bag #6 500/Case	DUM18406	Chef's Supply #6 Kraft Paper Bag, 6" x 3.6" x 11.6", 35 lb, 55 gsm, 500/Bundle	CS16BAG35	\$18.19
35	Straw, Wrapped, Flex, 7.5"	CSWSFPPIWR25400	Chef's Supply Flexible Wrapped Straws, 7.75", Plastic, White, 400/Box, 25 Boxes/Case	CSISTRAW8FLEXWW	\$88.38
36	White Sporks, Medium Weight, Not Wrapped	CSWSPKPPWP1000	Boardwalk Mediumweight Polypropylene Cutlery, Spork, White, 1000/Case	BWKSPORK	\$10.94
51	Fork, Plastic, Medium Weight, White, Compostable	BTTBEFMW	W.B. Mason Co. Compostable Fork, CPLA, Ivory	CSICPLAFORK	\$47.49
52	Knife, Plastic, Medium Weight, White, Compostable	BTTBEKMW	W.B. Mason Co. Compostable Knife, CPLA, Ivory	CSICPLAKNIFE	\$47.49
53	Film, Cutter Box, 24x2000	RFP916M	Inteplast Group Clear Food Film w/ Cutter Box, 24 in x 2000 ft	IBSFSW2402K	\$34.99

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect

to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

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

*[Remainder of Page Intentionally Left Blank]*

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

**STATE OF VERMONT**

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Title:** Commissioner - Buildings and  
General Services

**Date:** \_\_\_\_\_

**WB MASON COMPANY**

**By:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and WB Mason, with a principal place of business in Brockton, MA (the "Contractor") that the contract between them originally dated as of January 1, 2020, Contract # 39514, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$300,000.00 to \$500,000.00, representing an increase of \$200,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2022 to December 31, 2023. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- III. **Attachment A, Section 1.** The scope of services is amended as follows:

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

Contract Line	PRODUCTCODE	DESCRIPTION
Line 1	SCCHB12B2054	Bare® by Solo® White Eco-Forward® Heavy Wt. Bowl-12 oz
Line 1	CSIBOWL12BIO	Compostable Bagasse Bowl, 12 oz., White, 1000/CS
Line 6	DCCP200N	CUP,PLAS,SOUFFLE,2OZ,2500/CT
Line 6	CSIPORCUP2C	Portion Cup, Clear, 2 oz., 2500/CT
Line 7	DCCPL200N	LID,PORTION CUP,PET,CLR,NO SLOT,2500/CS
Line 7	CSIPORLID2C	Portion Cup Lid, Clear, 2 oz., 2500/CS
Line 8	SCCR7NJ	Jazz Waxed Paper Cold Cups, 7oz, Tide Design
Line 8	CSIPPRCOLD CUP7	6.5 OZ OZ COLD CUP,1000 PER CASE
Line 9	SCCR9BBJD110CT	CUP,PPR,COLD,9OZ,TRD,BG
Line 9	SGV4317760	Paper Cold Cup, Standard, 9 oz, Light Green, 2500/CT
Line 10	SCC378W2050	CUP PPR HOT 8OZ WHI
Line 10	CSIHWHITE8	Paper Hot Cups, 8 oz, White, 1000/Carton
Line 11	SCC370W	CUP,HOT,10OZ,WHT,TALL,1M/CT
Line 11	CSISQHOTCUPWH10	Paper Hot Cups, White, 10 oz. Squat, 1000/CT
Line 12	SCC412WN	CUP PPR HOT 12OZ WH,1M/CT
Line 12	CSIHWHITE12	Paper Hot Cups, White, 12 oz., 1000/CT
Line 13	DCCY5CT	CUP,5OZ,CONEX GALAXY,PS,TRANSLUCENT,2500/CS
Line 13	CSITRANCUP5	Translucent Plastic Cold Cups, 5 oz, Polypropylene, 100 Cups/Sleeve, 25 Sleeves/Carton
Line 14	DCCY35PK	Sampling Cups, Plastic, Translucent 3.5oz., 2500/CT
Line 14	BWKTRANCUP3CT	Translucent Plastic Cold Cups, 3 oz, Polypropylene, 125 Cups/Sleeve, 20 Sleeves/Carton
Line 15	DCCP101M	Plastic Medical & Dental Cups, 1 oz, Clear, Graduated, 5000/Carton
Line 15	BP57200001	Plastic Medical Cup, Graduated, 1oz, 5000/CT
Line 17	SCCTL38R2	TRAVELER PLAS CUP LID F/8OZ SIP-THRU WHI 10/100
Line 17	CSIHCLID8BK	Hot Cup Dome Lid, 8 oz., Black, 1000/CT
Line 41	BTTBEFRB12EB	12" BAMBOO BOWL,1000/CT
Line 41	CSIBOWL12BIO	Compostable Bagasse Bowl, 12 oz., White, 1000/CS

Line 42	BTTBEFRP6EB	6" BAMBOO PLATE, 1000/CT
Line 42	CSIPLATE6BIO	Compostable Bagasse Plate, 6" Round, White, 1000/CS
Line 43	BTTBEFRP9EB	9" BAMBOO PLATE, 500/CT
Line 43	CSIPLATE9BIO	Compostable Bagasse Plate, 9" Round, White, 500/CS
Line 44	BTTBEFC88EB	Eco-Bamboo Clamshell Container, 8" x 8", 200/CT
Line 44	CSI9X9BIO	Compostable Bagasse Clamshell, 9" x 9", White, 200/CS
Line 45	BTTBEFC993EB	9X9 BAMBOO 3 COMP. CLAMSHELL, 200/CT
Line 45	CSI9X9BIO3	Compostable Bagasse Clamshell, 3-Compartment, 9" x 9", White, 200/CS
Line 47	SCCR7NJ	Jazz Waxed Paper Cold Cups, 7oz, Tide Design
Line 47	CSIPPRCOLD CUP7	6.5 OZ OZ COLD CUP, 1000 PER CASE
Line 48	SCCR9BBJD110CT	CUP, PPR, COLD, 9OZ, TRD, BG
Line 48	SGV4317760	Paper Cold Cup, Standard, 9 oz, Light Green, 2500/CT
Line 49	SCC378PLABB	BLOOM/BARE PLA PPR HOT CUP 8OZ 20/50
Line 49	BTTBEDWHC8PLA	Compostable Double Wall Hot Cup, 8 oz., 500/CT

IV. **Line Item Pricing.** Line Item Pricing is hereby deleted in its entirety and replaced as reflected in Line Items 1-55 as referenced in Section 1 of Attachment A as attached in this amendment.

**Taxes Due to the State.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

**Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs).** Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

**Certification Regarding Suspension or Debarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

This document consists of 10 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

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

**STATE OF VERMONT**

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch

**Title:** BGS Commissioner

**Date:** \_\_\_\_\_

**WB MASON COMPANY**

**By:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_



# State of Vermont

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

## CONTRACT



**Supplier 0000283240**  
**W.B. Mason Co., Inc.**  
**68 Nesti Drive**  
**South Burlington VT 05403**  
**United States**

<b>Contract ID</b> 00000000000000000000000039514		<b>Page</b> 2 of 8
<b>Contract Dates</b> 01/01/2020 to 12/31/2023		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$500,000.00
<b>Buyer Name</b> Michael Kennedy	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
11		Cup, Hot, Paper, 10 oz	CS	74.56000	0.00	0.00
12	CSISQHOTCUPWH10	Paper Hot Cup 12 oz 1000ct- \$74.56 Cup, Hot, Paper, 12 oz	CS	81.63000	0.00	0.00
13	CSIHWHITE12	Paper Hot Cup, 12 oz 1000ct- \$81.63 Cup, Water, Translucent, 5 oz	CS	70.00000	0.00	0.00
14	CSITRANSCUP5	Plastic Cold Cup, 5oz 2500ct- \$70.00 Cup, Plastic, 3 oz	CS	77.37000	0.00	0.00
15	CWKTRANSCUP3CT	Cold Cup, 3oz 2500ct- \$77.37 Cup, Graduated Opaque Color/ w/Markings, 1 oz	CS	74.26000	0.00	0.00
16	BP57200001	Plastic Medical Cup, Graduated 1oz, 5000ct- \$74.26 Lid, Cup - fits 10 & 12 oz Cups	CS	60.09000	0.00	0.00
17	SOLO - SCCTLP316	- 1000 PER CASE \$60.09 Lid, cup fits 8 oz Cups	CS	53.91000	0.00	0.00
18	CSIHCLID8BK	Hot Cup Dome Lid, 8oz Black, 1000ct- \$53.91 Fork, Plastic, White, Medium Weight	CS	28.92000	0.00	0.00
19	CRYSTALWARE - CSWAFHWPSW1000	1000 PER CASE \$28.92 Knife, Plastic, White, Medium Weight	CS	28.92000	0.00	0.00
	CRYSTALWARE - CSWAKNWPSW1000	- 1000 PER CASE \$28.92				

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<b>Contract ID</b> 00000000000000000000000039514		<b>Page</b> 3 of 8
<b>Contract Dates</b> 01/01/2020 to 12/31/2023		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$500,000.00
<b>Buyer Name</b> Michael Kennedy	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
20		Teaspoon, Plastic, White, Medium Weight	CS	28.92000	0.00	0.00
21	CRYSTALWARE - CSWATSHWPSW1000 - 1000 PER CASE \$28.92	Soupspoon, Plastic, White Medium Weight	CS	28.92000	0.00	0.00
22	CRYSTALWARE - CSWASSHWPSW1000 - 1000 PER CASE \$28.92	Napkins, Dispenser Type, White, Tall, Fold, 1 Ply, 7.25 inches	CS	48.68000	0.00	0.00
23	CRYSTALWARE - CSWTFN1P10000 - 6000 PER CASE \$48.68	Napkins, Lunch size, 1 Ply, 12 inch by 13 inch	CS	53.61000	0.00	0.00
24	CRYSTALWARE - CSWLN12500 - 6000 PER CASE \$53.61	Wrap, Foil, Heavy Duty, 18 inches by 500 Feet	CS	28.87000	0.00	0.00
25	CRYSTALWARE - CSWF18500HD - 1 PER CASE \$28.87	Wrap, Foil, Heavy Duty, 24 inches by 500 Feet	CS	54.32000	0.00	0.00
26	CRYSTALWARE - CSWF24500HD - 1 PER CASE \$54.32	Wrap, Film, Poly, 18 inches by 2,000 Feet	CS	21.79000	0.00	0.00
27	INTERPLAST GROUP - IBSFSW1802K - 1 PER CASE \$21.79	ITEM DISCONTINUED - see line 53 for replacement - Wrap, Film, Poly, 24 inches by 2,000 Feet	CS	0.00000	0.00	0.00

BOARDWALK - BWK7229 - 1 PER CASE \$16.68  
12/14/21 ITEM DISCONTINUED





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<b>Contract ID</b> 00000000000000000000000039514		<b>Page</b> 6 of 8
<b>Contract Dates</b> 01/01/2020 to 12/31/2023		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$500,000.00
<b>Buyer Name</b> Michael Kennedy	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
45		Clamshell, Hinged Lid, Conventional, 3 Compartment	CS	54.23000	0.00	0.00
46	CSI9X9BIO3	Compostable Clamshell 3 Compartment 9X9 200ct- \$54.23 Cups, Souffle, 2 OZ	CS	73.66000	0.00	0.00
47	FABRIKAL - FAB9509302	2000 per case \$73.66 Cup, Cold, 6.5 OZ	CS	37.65000	0.00	0.00
48	CSIPPRCOLDCUP7	6.5oz Cold Cup 1000ct- \$37.65 Cup, Cold, 9 OZ	CS	176.76000	0.00	0.00
49	SGV4317760	Paper Cold Cup 9oz 2500ct- \$176.76 Cup, Hot, Paper, 8 OZ	CS	100.10000	0.00	0.00
50	BTTBEDWHC8PLA	Compostable Hot Cup 8oz 500ct- \$100.10 Cup, Hot, Paper, 10 OZ	CS	117.59000	0.00	0.00
51	SOLO - SCC370PLAJ7234	1000 PER CASE \$117.59 Fork, Plastic, Medium Weight, White	CS	54.66000	0.00	0.00
52	BETTER EARTH - BTTBEFMW	1000 PER CASE \$54.66 Knife, Plastic, Medium Weight, White	CS	54.66000	0.00	0.00
53	BETTER EARTH - BTTBEKMW	1000 PER CASE \$54.66 FILM CUTTER BX 24X2000	EA	41.32000	0.00	0.00

FILM CUTTER BX 24X2000 - RFP916M \$41.32

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<b>Contract ID</b> 0000000000000000000039514		Page 7 of 8
<b>Contract Dates</b> 01/01/2020 to 12/31/2023		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$500,000.00
<b>Buyer Name</b> Michael Kennedy	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
54		HD POLYETHYLENE GLOVES-SMALL..10/10/100'S	CS	2.95000	0.00	0.00
55		HD POLYETHYLENE GLOVES-SMALL..10/10/100'S - NWLVGPCPFGS \$2.95 Disposable Bouffant Caps, 100/BX	CS	4.25000	0.00	0.00
		Disposable Bouffant Caps, 100/BX - NWLBOUFFANTCAP \$4.25				

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<b>Contract ID</b> 00000000000000000000000039514		<b>Page</b> 1 of 10
<b>Contract Dates</b> 01/01/2020 to 12/31/2022		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$300,000.00
<b>Buyer Name</b> Joshua Commo	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		CONVENTIONAL ITEMS: 12 oz Bowl, Paper, Heavy Weight, White	CS	64.18000	0.00	0.00
		SOLO - SCCHB12B2054 - 1000 PER CASE \$59.85 12/14/21 Price Update to \$64.18				
2		6" Plate, Paper, Heavy Weight, White	CS	36.11000	0.00	0.00
		DIXIE - DXESXP6PATHCT - 1000 PER CASE \$31.03 12/14/21 Price Update to \$36.11				
3		9" Plate, Paper, Heavy Weight	CS	49.24000	0.00	0.00
		AJM PACKAGING - AJMCP9GOEWH - 1000 PER CASE \$33.19 12/14/21 Price Update to \$49.24				
6		Cups, Souffle, 2 oz	CS	23.36000	0.00	0.00
		DART - DCCP200N - 2500 PER CASE \$19.98 12/14/21 Price Update to \$23.36				
7		Lids, Souffle Cups, 2 oz	CS	18.41000	0.00	0.00
		DART - DCCPL200N - 2500 PER CASE \$16.98 12/14/21 Price Update to \$18.41				
8		Cup, Cold, Full Waxed, 6 oz	CS	85.27000	0.00	0.00
		SOLO - SCCR7NJ - 2000 PER CASE \$66.55 12/14/21 Price Update to \$85.27				
9		Cup, Cold, Full Waxed, 9 oz	CS	113.88000	0.00	0.00
		SOLO - SCCR9BBJD110CT - 2000 PER CASE \$75.15 12/14/21 Price Update to \$113.88				



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<b>Contract Dates</b> 01/01/2020 to 12/31/2022		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$300,000.00
<b>Buyer Name</b> Joshua Commo	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
17		Lid, cup fits 8 oz Cups	CS	30.61000	0.00	0.00
		SOLO - SCCTL38R2 - 1000 PER CASE \$27.21 12/14/21 Price Update to \$30.61				
18		Fork, Plastic, White, Medium Weight	CS	27.23000	0.00	0.00
		CRYSTALWARE - CSWAFHWPSW1000 1000 PER CASE \$15.76 12/14/21 Price Update to \$27.23				
19		Knife, Plastic, White, Medium Weight	CS	27.23000	0.00	0.00
		CRYSTALWARE - CSWAKNWPSW1000 - 1000 PER CASE \$15.76 12/14/21 Price Update to \$27.23				
20		Teaspoon, Plastic, White, Medium Weight	CS	27.23000	0.00	0.00
		CRYSTALWARE - CSWATSHWPSW1000 - 1000 PER CASE \$15.76 12/14/21 Price Update to \$27.23				
21		Soupspoon, Plastic, White Medium Weight	CS	27.23000	0.00	0.00
		CRYSTALWARE - CSWASSHWPSW1000 - 1000 PER CASE \$15.76 12/14/21 Price Update to \$27.23				
22		Napkins, Dispenser Type, White, Tall, Fold, 1 Ply, 7.25 inches	CS	45.83000	0.00	0.00
		CRYSTALWARE - CSWTFN1P10000 - 6000 PER CASE \$24.37 12/14/21 Price Update to \$45.83				
23		Napkins, Lunch size, 1 Ply, 12 inch by 13 inch	CS	50.47000	0.00	0.00
		CRYSTALWARE - CSWLN12500 - 6000 PER CASE \$24.44 12/14/21 Price Update to \$50.47				

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<b>Contract ID</b> 00000000000000000000000039514		<b>Page</b> 4 of 10
<b>Contract Dates</b> 01/01/2020 to 12/31/2022		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$300,000.00
<b>Buyer Name</b> Joshua Commo	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
24		Wrap, Foil, Heavy Duty, 18 inches by 500 Feet	CS	26.15000	0.00	0.00
		CRYSTALWARE - CSWF18500HD - 1 PER CASE \$19.50 12/14/21 Price Update to \$26.15				
25		Wrap, Foil, Heavy Duty, 24 inches by 500 Feet	CS	51.14000	0.00	0.00
		CRYSTALWARE - CSWF24500HD - 1 PER CASE \$38.57 12/14/21 Price Update to \$51.14				
26		Wrap, Film, Poly, 18 inches by 2,000 Feet	CS	15.13000	0.00	0.00
		INTERPLAST GROUP - IBSFSW1802K - 1 PER CASE \$10.63 12/14/21 Price Update to \$15.13				
27		ITEM DISCONTINUED - see line 53 for replacement - Wrap, Film, Poly, 24 inches by 2,000 Feet	CS	0.00000	0.00	0.00
		BOARDWALK - BWK7229 - 1 PER CASE \$16.68 12/14/21 ITEM DISCONTINUED				
28		Freezer Paper, 24" Wide, 100 FT, Roll	CS	54.76000	0.00	0.00
		BAGCRAFT - BGC184018 - 1 PER CASE \$49.50 12/14/21 Price Update to \$54.76				
29		Paper Bag, 57#	CS	53.16000	0.00	0.00
		DURO - CALIDU1657K - 500 PER CASE \$34.34 12/14/21 Price Update to \$53.16				
30		Paper Bag, 12#	CS	21.53000	0.00	0.00
		DURO - BAGGK12500 - 500 PER CASE \$13.16 12/14/21 Price Update to \$21.53				

# State of Vermont

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

## CONTRACT



**Supplier 0000283240**  
**W.B. Mason Co., Inc.**  
**68 Nesti Drive**  
**South Burlington VT 05403**  
**United States**

<b>Contract ID</b> 00000000000000000000000039514		<b>Page</b> 5 of 10
<b>Contract Dates</b> 01/01/2020 to 12/31/2022		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$300,000.00
<b>Buyer Name</b> Joshua Commo	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
31		Paper Bag, 6#	CS	14.64000	0.00	0.00
		DURO - DUM18406 - 500 PER CASE \$8.99 12/14/21 Price Update to \$14.64				
32		Cap, Paper, Plain White (Overseas Style)	CS	70.64000	0.00	0.00
		KEYSTONE - CALIKS100B - 1000 PER CASE \$65.27 12/14/21 Price Update to \$70.64				
33		Cap, Bouffant, Non-Woven, PPSB Material, 21 Inch	CS	56.72000	0.00	0.00
		CRYSTALWARE - CSWSBC21W1000 - 1000 PER CASE \$52.45 12/14/21 Price Update to \$56.72				
34		DISCONTINUED ITEM - see line 54 for replacement item - Glove, Small/Medium/Large	CS	0.00000	0.00	0.00
		CRYSTALWARE - CSWPESHD1010100 - 1000 PER CASE \$39.37 12/14/21 ITEM DISCONTINUED				
35		Straw, Wrapped, Flex, 7.5"	CS	90.66000	0.00	0.00
		CRYSTALWARE - CSWSFPPIWR25400 - 10000 PER CASE \$39.55 12/14/21 Price Update to \$90.66				
36		White Sporks, Medium Weight, Not Wrapped	CS	10.30000	0.00	0.00
		CRYSTALWARE - CSWSPKPPWP1000 - 1000 PER CASE \$5.99 12/14/21 Price Update to \$10.30				
37		White Nylon Beard Nets	CS	59.45000	0.00	0.00
		CRYSTALWARE - CSWSBC19W1000 - 10000 PER CASE \$53.45 12/14/21 Price Update to \$59.45				

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
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Montpelier VT 05609-3001  
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## CONTRACT



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<b>Contract ID</b> 00000000000000000000000039514		<b>Page</b> 6 of 10
<b>Contract Dates</b> 01/01/2020 to 12/31/2022		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$300,000.00
<b>Buyer Name</b> Joshua Commo	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
38		DISCONTINUED ITEM - see line 55 for replacement item - Cap, Bouffant, Non-Woven, PPSB Material, 19 inch	CS	0.00000	0.00	0.00
39		KEYSTONE - CALIKS110NW119 - 1000 PER CASE \$48.67 12/14/21 DISCONTINUED ITEM Sporks Wrapped with Napkin, salt & pepper	CS	16.25000	0.00	0.00
41		BERK ENT - BSQ1175715 - 500 PER CASE \$13.68 12/14/21 Price Update to \$16.25 COMPOSTABLE ITEMS: Bowl, Paper, Heavy Weight, 12 OZ	CS	56.88000	0.00	0.00
42		BETTER EARTH - BTTBEFRB12EB - 1000 PER CASE \$53.86 12/14/21 Price Update to \$56.88 Plate, Paper, Heavy Weight, 6"	CS	38.82000	0.00	0.00
43		BETTER EARTH - BTTBEFRP6EB - 1000 PER CASE \$32.39 12/14/21 Price Update to \$38.82 Plate, Heavy Weight, 9"	CS	42.34000	0.00	0.00
44		BETTER EARTH - BTTBEFRP9EB - 500 PER CASE \$35.38 12/14/21 Price Update to \$42.34 Clamshell, 8", Single Compartment	CS	46.71000	0.00	0.00
45		BETTER EARTH - BTTBEFC88EB - 200 PER CASE \$41.26 12/14/21 Price Update to \$46.71 Clamshell, Hinged Lid, Conventional, 3 Compartment	CS	52.47000	0.00	0.00
		BETTER EARTH - BTTBEFC993EB - 200 PER CASE \$41.27 12/14/21 Price Update to \$52.47				



Buildings and General Services  
Office of Purchasing & Contracting  
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<b>Contract ID</b> 000000000000000000000000039514		Page 8 of 10
<b>Contract Dates</b> 01/01/2020 to 12/31/2022		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$300,000.00
<b>Buyer Name</b> Joshua Commo	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
53		FILM CUTTER BX 24X2000	EA	36.95000	0.00	0.00
54		FILM CUTTER BX 24X2000 - RFP916M \$36.95 HD POLYETHYLENE GLOVES-SMALL..10/10/100'S	CS	35.50000	0.00	0.00
55		HD POLYETHYLENE GLOVES-SMALL..10/10/100'S - NWLVGPCPFGS \$35.50 Disposable Bouffant Caps, 100/BX	CS	45.00000	0.00	0.00

1. Parties. This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called "State"), and WB Mason, with a principal place of business in Brockton, MA(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.

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.

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.

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

# State of Vermont

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

## CONTRACT



**Supplier 0000283240**  
**W.B. Mason Co., Inc.**  
**68 Nesti Drive**  
**South Burlington VT 05403**  
**United States**

<b>Contract ID</b> 0000000000000000000039514		<b>Page</b> 9 of 10
<b>Contract Dates</b> 01/01/2020 to 12/31/2022		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$300,000.00
<b>Buyer Name</b> Joshua Commo	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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(4) Attachment B

December 14, 2021

CONTRACT AMENDMENT # CO1

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and WB Mason, with a principal place of business in Brockton, MA (the "Contractor") that the contract between them originally dated as of January 1, 2020, Contract #: 39514, as amended to date, (the "Contract") is hereby amended as follows:

I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$200,000.00 to \$300,000.00, representing an increase / a decrease of \$100,000.00.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2021 to December 31, 2022. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

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

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

Adding line items 53 - 55 and making line items 27, 34, and 38 inactive.

B) Updating unit price for all existing items

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



**Supplier 0000283240**  
**W.B. Mason Co., Inc.**  
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<b>Contract ID</b> 0000000000000000000000000039514		Page 10 of 10
<b>Contract Dates</b> 01/01/2020 to 12/31/2022		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$300,000.00
<b>Buyer Name</b> Joshua Commo	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

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: Jennifer Fitch

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

Title: Commissioner of Buildings & General Services

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

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

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

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
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United States

## CONTRACT



Supplier 0000283240  
W.B. Mason Co., Inc.  
68 Nesti Drive  
South Burlington VT 05403  
United States

Contract ID 000000000000000000000000039514		Page 1 of 7
Contract Dates 01/01/2020 to 12/31/2021		Origin CPS
Description: CPS KITCHEN SUPPLIES/PAPER		Contract Maximum \$200,000.00
Buyer Name Linda T Wortman	Buyer Phone 828-4658	Contract Status Approved

Phone #: 888/926-2766

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		CONVENTIONAL ITEMS: 12 oz Bowl, Paper, Heavy Weight, White	CS	59.85000	0.00	0.00
2	SOLO - SCCHB12B2054 - 1000 PER CASE	6" Plate, Paper, Heavy Weight, White	CS	31.03000	0.00	0.00
3	DIXIE - DXESXP6PATHCT - 1000 PER CASE	9" Plate, Paper, Heavy Weight	CS	33.19000	0.00	0.00
6	AJM PACKAGING - AJMCP9GOEWH - 1000 PER CASE	Cups, Souffle, 2 oz	CS	19.98000	0.00	0.00
7	DART - DCCP200N - 2500 PER CASE	Lids, Souffle Cups, 2 oz	CS	16.98000	0.00	0.00
8	DART - DCCPL200N - 2500 PER CASE	Cup, Cold, Full Waxed, 6 oz	CS	66.55000	0.00	0.00
9	SOLO - SCCR7NJ - 2000 PER CASE	Cup, Cold, Full Waxed, 9 oz	CS	75.15000	0.00	0.00
10	SOLO - SCCR9BBJD110CT - 2000 PER CASE	Cup, Hot, Paper, 8 oz	CS	31.85000	0.00	0.00
11	SOLO - SCC378W2050 - 1000 PER CASE	Cup, Hot, Paper, 10 oz	CS	36.49000	0.00	0.00

SOLO - SCC370W -1000 PER CASE

**State of Vermont**

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**CONTRACT**

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**United States**

<b>Contract ID</b> 0000000000000000000039514		<b>Page</b> 2 of 7
<b>Contract Dates</b> 01/01/2020 to 12/31/2021		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$200,000.00
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
12		Cup, Hot, Paper, 12 oz	CS	43.07000	0.00	0.00
13	SOLO - SCC412WN - 1000 PER CASE	Cup, Water, Translucent, 5 oz	CS	29.47000	0.00	0.00
14	DART - DCCY5CT - 2500 PER CASE	Cup, Plastic, 3 oz	CS	46.65000	0.00	0.00
15	DART - DCCY35PK - 2500 PER CASE	Cup, Graduated Opaque Color/ w/Markings, 1 oz	CS	94.50000	0.00	0.00
16	DART - DCCP101M - 5000 PER CASE	Lid, Cup - fits 10 & 12 oz Cups	CS	23.80000	0.00	0.00
17	SOLO - SCCTLP316 - 1000 PER CASE	Lid, cup fits 8 oz Cups	CS	27.21000	0.00	0.00
18	SOLO - SCCTL38R2 - 1000 PER CASE	Fork, Plastic, White, Medium Weight	CS	15.76000	0.00	0.00
19	CRYSTALWARE - CSWAFHWPSW1000 1000 PER CASE	Knife, Plastic, White, Medium Weight	CS	15.76000	0.00	0.00

CRYSTALWARE - CSWAKNWPSW1000 - 1000 PER CASE

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<b>Contract ID</b> 0000000000000000000039514		<b>Page</b> 3 of 7
<b>Contract Dates</b> 01/01/2020 to 12/31/2021		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$200,000.00
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
20		Teaspoon, Plastic, White, Medium Weight	CS	15.76000	0.00	0.00
21	CRYSTALWARE - CSWATSHWPSW1000 - 1000 PER CASE	Soupspoon, Plastic, White Medium Weight	CS	15.76000	0.00	0.00
22	CRYSTALWARE - CSWASSHWPSW1000 - 1000 PER CASE	Napkins, Dispenser Type, White, Tall, Fold, 1 Ply, 7.25 inches	CS	24.37000	0.00	0.00
23	CRYSTALWARE - CSWTFN1P10000 - 6000 PER CASE	Napkins, Lunch size, 1 Ply, 12 inch by 13 inch	CS	24.44000	0.00	0.00
24	CRYSTALWARE - CSWLN12500 - 6000 PER CASE	Wrap, Foil, Heavy Duty, 18 inches by 500 Feet	CS	19.50000	0.00	0.00
25	CRYSTALWARE - CSWF18500HD - 1 PER CASE	Wrap, Foil, Heavy Duty, 24 inches by 500 Feet	CS	38.57000	0.00	0.00
26	CRYSTALWARE - CSWF24500HD - 1 PER CASE	Wrap, Film, Poly, 18 inches by 2,000 Feet	CS	10.63000	0.00	0.00
27	INTERPLAST GROUP - IBSFSW1802K - 1 PER CASE	Wrap, Film, Poly, 24 inches by 2,000 Feet	CS	16.68000	0.00	0.00

BOARDWALK - BWK7229 - 1 PER CASE

# State of Vermont

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## CONTRACT



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<b>Contract ID</b> 0000000000000000000039514		<b>Page</b> 4 of 7
<b>Contract Dates</b> 01/01/2020 to 12/31/2021		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$200,000.00
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
28		Freezer Paper, 24" Wide, 100 FT, Roll	CS	49.50000	0.00	0.00
29	BAGCRAFT - BGC184018 - 1 PER CASE	Paper Bag, 57#	CS	34.34000	0.00	0.00
30	DURO - CALIDU1657K - 500 PER CASE	Paper Bag, 12#	CS	13.16000	0.00	0.00
31	DURO - BAGGK12500 - 500 PER CASE	Paper Bag, 6#	CS	8.99000	0.00	0.00
32	DURO - DUM18406 - 500 PER CASE	Cap, Paper, Plain White (Overseas Style)	CS	65.27000	0.00	0.00
33	KEYSTONE - CALIKS100B - 1000 PER CASE	Cap, Bouffant, Non-Woven, PPSB Material, 21 Inch	CS	52.45000	0.00	0.00
34	CRYSTALWARE - CSWSBC21W1000 - 1000 PER CASE	Glove, Small/Medium/Large	CS	39.37000	0.00	0.00
35	CRYSTALWARE - CSWPESHD1010100 - 1000 PER CASE	Straw, Wrapped, Flex, 7.5"	CS	39.55000	0.00	0.00

CRYSTALWARE - CSWSFPPIWR25400 - 10000 PER CASE

**State of Vermont**

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<b>Contract ID</b> 0000000000000000000039514		<b>Page</b> 5 of 7
<b>Contract Dates</b> 01/01/2020 to 12/31/2021		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$200,000.00
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
36		White Sporks, Medium Weight, Not Wrapped	CS	5.99000	0.00	0.00
37	CRYSTALWARE - CSWSPKPPWP1000 - 1000 PER CASE	White Nylon Beard Nets	CS	53.45000	0.00	0.00
38	CRYSTALWARE - CSWSBC19W1000 - 10000 PER CASE	Cap, Bouffant, Non-Woven, PPSB Material, 19 inch	CS	48.67000	0.00	0.00
39	KEYSTONE - CALIKS110NW119 - 1000 PER CASE	Sporks Wrapped with Napkin, salt & pepper	CS	13.68000	0.00	0.00
40	BERK ENT - BSQ1175715 - 500 PER CASE	COMPOSTABLE ITEMS: Compartment Plate 10" 3 - Compartment White Plates	CS	44.99000	0.00	0.00
41	BETTER EARTH- BTTBEFRP103EB - 500 PER CASE	Bowl, Paper, Heavy Weight, 12 OZ	CS	53.86000	0.00	0.00
42	BETTER EARTH - BTTBEFRB12EB - 1000 PER CASE	Plate, Paper, Heavy Weight, 6"	CS	32.39000	0.00	0.00
43	BETTER EARTH - BTTBEFRP6EB - 1000 PER CASE	Plate, Heavy Weight, 9"	CS	35.38000	0.00	0.00
	BETTER EARTH - BTTBEFRP9EB - 500 PER CASE					

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<b>Contract ID</b> 0000000000000000000000000039514		<b>Page</b> 6 of 7
<b>Contract Dates</b> 01/01/2020 to 12/31/2021		<b>Origin</b> CPS
<b>Description:</b> CPS KITCHEN SUPPLIES/PAPER		<b>Contract Maximum</b> \$200,000.00
<b>Buyer Name</b> Linda T Wortman	<b>Buyer Phone</b> 828-4658	<b>Contract Status</b> Approved

**Phone #: 888/926-2766**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
44		Clamshell, 8", Single Compartment	CS	41.26000	0.00	0.00
45	BETTER EARTH - BTTBEFC88EB - 200 PER CASE	Clamshell, Hinged Lid, Conventional, 3 Compartment	CS	41.27000	0.00	0.00
46	BETTER EARTH - BTTBEFC99EB - 200 PER CASE	Cups, Souffle, 2 OZ	CS	37.81000	0.00	0.00
47	FABRIKAL - FAB9509302 - 2000 per case	Cup, Cold, 7 OZ	CS	66.65000	0.00	0.00
48	SOLO - SCCR7NJ - 2000 PER CASE	Cup, Cold, 9 OZ	CS	75.15000	0.00	0.00
49	SOLO - SCCR9BBJD110CT - 2000 PER CASE	Cup, Hot, Paper, 8 OZ	CS	63.70000	0.00	0.00
50	SOLO - SCC378PLABB - 1000 PER CASE	Cup, Hot, Paper, 10 OZ	CS	60.80000	0.00	0.00
51	SOLO - SCC370PLAJ7234 - 1000 PER CASE	Fork, Plastic, Medium Weight, White	CS	38.42000	0.00	0.00
52	BETTER EARTH - BTTBEFMW - 1000 PER CASE	Knife, Plastic, Medium Weight, White	CS	38.42000	0.00	0.00

BETTER EARTH - BTTBEKMW - 1000 PER CASE

1. Parties. This is a contract between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called "State"), and WB Mason, with a principal place of business in Brockton, MA (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 kitchen supplies and paper products. 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

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
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United States

## CONTRACT



Supplier 0000283240  
W.B. Mason Co., Inc.  
68 Nesti Drive  
South Burlington VT 05403  
United States

Contract ID	00000000000000000000000039514		Page	7 of 7
Contract Dates	01/01/2020 to 12/31/2021	Origin	CPS	
Description:	CPS KITCHEN SUPPLIES/PAPER	Contract Maximum	\$200,000.00	
Buyer Name	Linda T Wortman	Buyer Phone	828-4658	Contract Status
				Approved

Phone #: 888/926-2766

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 January 1, 2020 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

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date: E SIGNED by Jennifer Fitch

Signature: on 2020-01-28 19:56:39 GMT

Name: Christopher Cole

Title: Commissioner

Email: Buildings & General Services

By the CONTRACTOR

Date: 1/22/2020

Signature: [Signature]

Name: Daryl Lagasse

Title: Branch Manager

Email: Daryl.Lagasse@wbmason.com

## ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide Kitchen and Paper Products:

1. Line Items 1 through 52.
2. **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
3. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
  - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
  - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this contract.
  - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
4. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
5. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not

meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.

6. **DEFAULT:** In case of default of the Contractor, the State may procure the materials or supplies from other sources and hold the Contractor responsible for any excess cost occasioned thereby, provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.
7. Contractors shall not provide polystyrene foam products to State Agencies and Departments. The legislature has banned polystyrene foam in Vermont after July 1, 2020. The State is not allowed to purchase such products after May 15, 2019. Link to statute:  
<https://legislature.vermont.gov/Documents/2020/Docs/ACTS/ACT069/ACT069%20As%20Enacted.pdf>
8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
  - e. **For the Contractor:**

Name:	Michael DeCubellis
Phone:	888-926-2766
Email:	Michael.decubellis@wbmason.com
  - f. **For the State:**

Name:	State of Vermont, Linda Wortman, Purchasing Agent
Address:	109 State Street, Montpelier, VT 05633-3001
Phone:	802/828- 4658
Fax:	802/828-2222
Email:	linda.wortman@vermont.gov
9. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

## ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to the State Purchaser.
6. Following complete delivery of the items each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

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

**1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

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

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.  
For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)