

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Industrial Protection Products Inc., with a principal place of business in Salem, NH. (the "Contractor") that the contract between them originally dated as of January 7, 2022, Contract # 43192, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Attachment A, Scope of Services**. The scope of services is amended as follows:
Section 26 of Attachment A is hereby deleted in its entirety and replaced as set forth below.

26. FOOTWEAR ALLOWANCES: The State of Vermont BGS will provide annual allowance of \$150.00 for each eligible employee. Natural Resources employees will be provided an annual allowance of \$150.00 for each eligible employee.

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>

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

STATE OF VERMONT

INDUSTRIAL PROTECTION PRODUCTS

By: _____

By: _____

Name: Jennifer M.V. Fitch
Commissioner - Buildings and
Title: _____
General Services

Name: _____
Title: _____

Date: _____

Date: _____

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings & General Services (hereinafter called “State”), and Industrial Protection Products, Inc. (IPP), with a principal place of business in Salem, NH, (hereinafter called “Contractor”). Contractor’s form of business organization is Incorporated. 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 Safety Shoes & Mobile. 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 January 7, 2022 and end on January 1, 2024 with the option to renew up to two additional one year 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/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 9 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

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

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

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

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: BGS Commissioner

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. 8” Sport Utility Waterproof insulated boot – Men’s, Non-Metallic safety toe, non-metallic shank, waterproof membrane, thinsulate 800 GM ultra-insulation, removable AG7 polyurethane foot bead, cushioned insole, fully lined 4x4 EH rated rubber soles, Color: Brown, leather uppers, ANSI/ASTM Symbols, ST, EH, WP, NM, INS, Men’s sizes D 8-12, 13, 14, 2E 8-12, 13, 14, Carolina CA4515 - \$131.00/ea.
2. 8” Sport Utility Waterproof Insulated boot – Women’s, Alloy safety toe, waterproof membrane, efficient zoned insulation for warmth without bulk, 200G/400G, premium waterproof leather, Cement construction, polyurethane footed, cast-metal hardware, anti-fatigue polyurethane footbeds. Non marking all weather TPU (thermoplastic urethane) out soles, non-slip, oil and heat resistant to 248 degrees Fahrenheit. Woman’s size: 5.5 – 10, 11 Medium and Wide. Timberland #A1KJ5 - \$118.00/ea.
3. Logger Boot – Men’s, Waterproof, composite non-metallic safety toe, waterproof membrane, color: brown leather, welted construction, rated rubber logger outsole, men’s sizes: E&EEE 7-14, Carolina #CA9852 - \$137.00/ea.
4. Logger Boot – Women’s. steel safety toe, full grain black leather uppers, 100% waterproof membrane, EH rated rubber logger outsole taibrelle lining, ANSI/ASTM Symbols, ST EH WP, Women’s sizes: Medium 6-10, Wide 6-10, 11, Carolina #CA1420 - \$115.00/ea.
5. Hiker – Men’s, Composite Non-Metallic safety toe waterproof membrane, waterproof leather uppers, removable dual density insole EH rated rubber outsole, ANSI/ASTM Symbols ST EH WP NM, Men’s size: Medium and Wide 7-12, 13, 14’ Hoss #53023 - \$90.00/ea.
6. Hiker – Women’s, 6” Composite Non-Metallic safety toe, Hydry waterproof membrane, brown full-grained tumbled success leather uppers. EH rated rubber outsole, Lenzi puncture-resistant midsole dual density rebound foam insole., ANSI/ASTM ST EH WP NM, Women’s size: Medium and Wide 6-10, 11 Hoss #70419 - \$90.00/ea.
7. Sport Hiker Hi-top – Men’s safety toe, brown and black, suede and nylon uppers, bumper toe and heel guard, slip resistant, EH rated, polyurethane outsole, ANSI/ASTM Symbols ST, EH, SR, Men’s sizes: Medium 7-12, 13, 14, Avenger (Nautilus) #7241 - \$50.00/ea.
8. 8” Waterproof Work Boot – Men’s, Safety toe, steel shank, 20 gm or thinsulate insulation, seam sealed waterproof wheat nubuck leather, rubber lug outsole, ANSI/ASTM Symbols ST, EH, WP, INS, Men’s Sizes D 8-12, 13, 14, 2E 8-12, 13, 14, Carolina #CA7545 - \$115.00/ea.

9. 6" Waterproof Work Shoe – Men's Safety toe, brown, full grain leather uppers, removable dual density insole, HE rated polyurethane outsole, Men's sizes: Medium and wide 7-12, 13, 14, Avenger #7225 - \$85.00/ea.
10. 6" Waterproof Work Shoe – Women's, Composite, Non-metallic Safety, toe, brown oiled nubuck leather uppers, mesh linings for breathability, removable EVA foot bed, non-metallic foot bead, compost toe, EH rated rubber outsole, ANSI/ASTM Symbols, ST, EH, NM, Women's sizes: 6-10, 11, medium and wide, Carolina #CA1626 - \$90.00/ea.
11. 11" Waterproof Wellington, Oblique Non-Metallic safety toe, 100% waterproof membrane, copper crazy horse leather uppers, removable AG7 polyurethane foot bed, slip resistant, EH rated rubber outsole, ANSI/ASTM symbols, ST, EH, WP, NM, SR, BT, Men's Sizes D 8-12, 13, 14, 2E 7-12, 13, 14, Carolina #CA2533 - \$115.00/ea.
12. 6" Work Shoe – Men's, Moisture wicking lining, black, full grain pebbled leather upper, slip resistant EH rated, polyurethane outsole, Dual Density insole, extra wide steel toe for comfort, Men's Sizes: Medium 7-12, 13, 14 Wide 7-12, 13, 14 ANSI/ASTM Symbols ST, EH, SR, Hoss #60117 - \$85.00/ea.
13. 6" Work Shoe – Women's, Safety toe, Color Charcoal/blue, fully lined for breathability, lightweight alloy toe, suede and mesh upper, removable customer cushion foot bead, HE rated slip resistant, rubber outsoles, Women's Size: Medium 5-10, 11, ANSI/ASTM Symbols ST, EH, SR, Moxie Trade #MT50162 - \$75.00/ea.
14. 16" PVC Knee Bot – Men's & Women's, Extra wide steel toe cap provides extra toe room, molded shank for arch support, removable cushioned insole, PVC lug outsole with seamless injected construction for liquid proof protection Size 6-13, On Guard #87982 - \$35.00/ea.
15. PAC Boots – Men's & Women's, Will keep feet warm to -40 degrees F, oil and acid resistant leather uppers, laces and stitching throughout the boot are oil and acid resistant, high grip rubber lug sole, ASTM approved safety toe, EH resistant, removable liner, traps heat and wicks away moisture from feet, Size 6-14, Lacrosse #223120 - \$120.00/ea.
16. Discount from all products in catalog, but not listed separately in this RFP. 10-25% discount off price list.
17. **ANSI APPROVED FOOTWEAR:** All safety footwear offered under this agreement must meet or exceed ANSI Z41.1 or ANSI F2413-11. Footwear will be required for sprinkler system specialist, maintenance mechanic, maintenance specialist, utility mechanic, HVAC specialist, systems specialist, custodian, Institutional Maintenance mechanic, liquor maintenance worker maintenance mechanic, military store keeper, stock clerk, motor equipment mechanic, electrician, senior institutional maintenance mechanic, state building plumbers, secretary of state's warehouse workers and other as approved.

18. **PRODUCT INVENTORY:** Successful bidder shall be required to maintain a substantial inventory of the brand and style being offered. No “close-out”, discounted items, or irregulars will be allowed for any item being quoted.
19. **WATERPROOF STYLES:** Waterproof means the footwear has gore-tex or other waterproof membrane, between the outside boot material and any insulation and/or other breathable liner. Treated leather shall not be considered “waterproof” under the specifications of this contract.
20. **NON-METALLIC TOE CAP:** Styles, which require “non-metallic” toe caps, must meet or exceed ANSI Z41.1 class 75/75 safety toe requirements for impact and compression must be made of fiberglass or material which is resistant to the transmission of heat or cold, and to abrasion, corrosion and chemical deterioration of the full life of the footwear.
21. **WARRANTY REQUIREMENTS:** All footwear must include a minimum 180-day warranty against any manufacturer defect in workmanship and/or material when used under normal conditions for the purpose intended. A copy of the vendor’s warranty policy for all brands and styles offered must accompany bid response.
22. **MOBILE SALES UNITS (SHOE MOBILES):** Contractor must provide a mobile unit (or units) for the fitting and delivery of safety footwear at various points within the State of Vermont. Mobile unit staff must be fully trained and qualified in the fitting and selection of safety footwear. Each mobile unit must utilize self-contained generator for heat, light and air conditioning and can be plugged into electrical system on site. Also, any COVID-19 Pandemic precautions.
23. **PROMOTIONAL MATERIALS:** Contractor will be required to make available informational videos; brochures or other motivational materials intended to educate employees in prevention and reduction of foot injuries. Contractor shall also provide posters for each site, which shoe fitting schedules, types and styles of contract footwear and any other information requested by the state.
24. **LOCATIONS AND DATES OF VISIT SITES:** Contractor shall be required to provide site visits to an estimated 11 locations for the State of Vermont Buildings & General Services and an estimate of a total of 250 employees needing safety shoes. Catalogs will also be required for new employees hired. The State of Vermont shall be responsible for providing contractor with all information necessary to coordinate and schedule date and locations for site visits.
25. **FOLLOW UP SITE VISITS:** Contractor will be required to provide half day follow-up visits to any location within two weeks that location’s initial site visit or upon request of department. Follow up visit will be for the purpose of dealing with any customer satisfaction or fitting issues as well as delivery of items not available at time of initial visit.
26. **FOOTWEAR ALLOWANCES:** The State of Vermont BGS Will provide an annual allowance of \$130.00 for each eligible employee. Natural Resources

employees will be provided an annual allowance of \$150.00 for each eligible employee.

27. **EMPLOYEE PURCHASES OVER THE MAXIMUM ALLOWANCE:** Vendor must be prepared to accept personal checks, cash, or credit cards for employees who make a purchase in excess of maximum allowances.
28. **ORDERING PROCEDURE:** At time of vendor mobile visit, employees shall be fitted and provided with approved footwear. Each employee must provide name, identification number and name of Division or Agency. If appropriate size and style is not available at time of visit, vendor is required to make delivery of items within the number of days specified below. At completion of each site visit, a copy of all orders completed, or for delivery, must be given to the site foreman or person authorized by agency or department.
29. **DELIVERY:** Bidders agrees to delivery all out-of-stock style or sizes within 10 days from date of initial order.
30. **RETURNS:** Contractor shall accept returns for items due to improper fit or warranty claims at scheduled site visits or shall provide Prepaid Return Merchandise Authorization or Call Tags, if required by agency or department.
31. **INVOICING:** Invoicing shall be done on a basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, contract price and date of delivery. Each invoice must include contract number, description of items, district or department number and employee's name, date of completed delivery and pricing.
32. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
 - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

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

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
- d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the

Industrial Protection Products
Contract #43192

- 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.
33. **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.
34. **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.
35. **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.
36. **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:
- a. **For the Contractor:**
- | | |
|--------|---------------------------------------|
| Name: | Pete St. Onge, District Sales Manager |
| Phone: | 603-731-6384 |
| Email: | pstonge@ipp4safety.com |
- b. **For the State:**
- | | |
|----------|--|
| Name: | Deb LaRose, State Purchasing Agent |
| Address: | 109 State Street, Montpelier, VT 05633-3001 |
| Phone: | 802/828- 4635 |
| Fax: | 802/828-2222 |
| Email: | Deborah.larose@vermont.gov |
37. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent.
4. **PRICING:** 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 department placing the order.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
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**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.