

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and WB Mason Co. Inc., with a principal place of business in Brockton, MA (the "Contractor") that the contract between them originally dated as of November 1, 2021, Contract # 44324, 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 \$70,000.00 to \$105,000.00, representing an increase of \$35,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from October 31, 2023 to October 31, 2024.
- III. **Attachment A, Scope of Services.** The scope of services is amended as follows:

Section 1.a-h of Attachment A is amended with the following changes:

- a. Laundry Builder, FRONTLINE ALKALI, 15 Gal. drum, #PAT270315 - \$147.20/drum.
- b. Laundry Detergent, POWDER BLUE, 15 Gal. drum, #PAT2520N15 - \$132.47/drum.
- c. Sour/Laundry Neutralizer, FRONTIER SOUR, 15 Gal. drum, #PAT253815- \$154.10/drum.
- d. Softener, ENDURE SO-SOFT, 15 Gal. drum, #PAT254115 - \$146.04/drum.
- e. Bleach, FRONTIER BLEACH, 15 Gal. drum, #PAT2545X15 - \$89.21/drum.
- f. Laundry Detergent, POWDER BLUE FREE Dye/Frag. free, 15 Gal. drum, #PAT2520NF15 - \$132.47/drum.
- g. HE Laundry Detergent, Low Foam, for front loading washer, POWDER BLUE, 34# 4/1 Case, #PAT2520N4- \$38.24/cs.
- h. Liquid Laundry Detergent with Fabric Safe Oxygen, Frontier OXY-DET, 4x1 gal/case, #PAT27194 – DISCONTINUED replaced with POWDER BLUE Free Laundry Detergent with stems, #PAT2520NF4IN - \$38.24/cs.
- i.

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

WB MASON CO INC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
Office of Purchasing and Contracting
NOVATION AND AMENDMENT

It is hereby agreed by and among the State of Vermont, Office of Purchasing and Contracting (hereinafter called "State"), Foley Distributing, a corporation with a principal place of business in Rutland, VT (hereinafter called "Contractor") and WB Mason Company, a corporation with a principal place of business in Brockton, MA (hereinafter called "Contractor"), that the Contractor intends to assume all of the rights, benefits, duties and obligations of Foley Distributing under the Contract between the State and Foley Distributing dated as of November 1, 2021, Contract # 42964, as amended to date (the "Contract"), and that the Contract is hereby amended as follows:

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

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

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

- II. Amendment. The Contract is hereby amended to replace all references in the Contract to Foley Distributing with references to WB Mason Company.
- III. Effective Date. The effective date of this Novation and amendment shall be July 22, 2022.
- IV. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.
- V. Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.
- VI. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and amendment is signed, neither Party nor Party's principals (officers, directors, owners, or partners)

are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

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

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

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

For State administrative purposes, upon signing of this Novation and amendment, the contract number will be changed to 44324 with an unpaid balance of \$46,291.51.

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

STATE OF VERMONT

FOLEY DISTRIBUTING

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: BGS Commissioner

Title: _____

Date: _____

Date: _____

WB MASON COMPANY

By: _____

Name: _____

Title: _____

Date: _____

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings & General Services (hereinafter called “State”), and Foley Distributing, with a principal place of business in Rutland, VT, (hereinafter called “Contractor”). Contractor’s form of business organization is 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 Laundry Chemicals. Detailed requirements to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$70,000.00.
4. **Contract Term.** The period of contractor’s performance shall begin on November 1, 2021 and end on October 31, 2023 with the option to renew up to two additional years.
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: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. The following products:
 - a. Laundry Builder, FRONTEIR ALKALI, 15 gallon drum, #PAT-2703-15 - \$144.31/drum.
 - b. Laundry Detergent, POWDER BLUE, 15 gallon drum, PAT-2520N-15 - \$129.87/drum.
 - c. Sour/Laundry Neutralizer, FRONTIER SOUR, 15 gallon drum, #PAT-2538-15 - \$151.08/drum.
 - d. Softener, ENDURE SO-SOFT, 15 gallon drum, #PAT-2541-15 - \$143.18/drum.
 - e. Bleach, FRONTIER BLEACH, 15 gallon drum, #PAT-2545X-15 - \$78.67/drum.
 - f. Laundry Detergent, POWDER BLUE FREE Fragrance free, 15 gallon drum, #PAT-2520NF-15 - \$129.87/drum.
 - g. HE Laundry Detergent, Low Foam, for front loading washer, POWDER BLUE, 4/1 gallon/case. #PAT-2520N-4IN- \$37.49/cs.
 - h. Liquid Laundry Detergent with Fabric Safe Oxygen, Frontier OXY-DET, 4/1 gallon/case, #PAT-2719-4 - \$66.38/cs.
2. Laundry Product Criteria: No Phosphate or phosphonates shall be allowed in the formulation of Laundry products in this contract. Vermont State Title 10§ 1381. States No Household cleansing product may be distributed, sold, offered or exposed for sale at retail, after April 1, 1978 that contains elemental phosphorous in concentration in excess of a trace quality.
 - a. Laundry Soap: The State of Vermont, Office of Purchasing and Contract is seeking the supply of the various High-end industrial laundry chemicals with automatic dispensing systems, including service and maintenance. Technical support and expertise are a requirement with on-site visits on a regular basis (monthly minimum). In addition, Various Department of Corrections (DOC) facilities and possibly other locations located throughout the state may require various household type laundry products for use in heavy-duty residential and small commercial type laundry equipment.
 - b. Environmental Health and Safety Issues: ESOH are consideration of this and all contracts issued by the Vermont, Safety and Environmental concerns may include but not limited to environmentally preferable (less toxic) chemicals, Chemical use and storage, wastewater discharge, air quality energy use, water consumption, and maintenance of equipment. It is the recognized that there may be specific needs associated with laundry facilities at the Vermont veterans' home.
 - c. Products must be effective for use at the recommended dilution rate. Preference for chemicals for VVH include liquid rather than solids, and product shall be separate categories of use I.E., No builder/Detergent combination, no softener/sour combinations, etc.
 - d. Full disclosure: safety data sheets (SDS) for all products shall be included with all deliveries to all locations. It is desirable that contractor provide a binder containing product information and SDS for all products used for each location.
 - e. Manufacturers and suppliers are asked to consider the following: No optical brighteners (not readily biodegradable and often toxic to aquatic life). Preference for non-chlorine or oxygen safe bleach that readily degrades into oxygen and water, concentrated, color safe non-toxic or less toxic biogradable surfactants not petroleum based, fabric softeners are non-allergenic, no dyes, no fragrance or nature fragrance.

3. Laundry Facilities: The Vermont Veterans' Home (VVH) uses large commercial washers and requires automatic dispensing systems, maintenance and technical support. Contractor's representative is required to visit the locations a minimum of once per month as otherwise requested by the locations to monitor and maintain dispensing units and related equipment and supplies. A written call log or copy of visit and service performed shall be provided to the VVH Laundry Administrator and to each DOC Facility. Contractor shall not at any time overstock the location with products but meet ongoing supply needs.
 - a. Department of Corrections (DOC) facilities use heavy-duty residential or commercial equipment, and inmates generally do laundry. There is a variety of laundry products used, according to the determination of each location. Technical advice and support may be requested. There are special safety and security needs for correctional facilities.
4. Packaging: Efforts for reduced package, recycled content, and recycled containers. It is desirable that contractor provide service to collect and return packaging and containers to manufacturer for reuse or recycle. Indicate if bottles, jugs, pails other packaging contains post/pre-consumer recycled content; those labels are printed using vegetable-based inks and are printed on removable sleeves. That cartons be made from pre/post-consumer recycled cardboard, it is desirable that contractor include information on recycled content, efforts to reduce packaging, etc.
 - a. Labeling: each container must be labeled substantially so that information is clear and remains legible, each label must contain product name and name and address of manufacturer, generic definition of use, instruction of use, Appropriate precautions necessary for safe use and handling and antidote information, brand, lot number, batch number, and date of manufacturer, list of ingredients and percentage thereof. A safety Data Sheet (SDS) must be furnished to each user. Preference may be given, at the discretion of the state of Vermont office of purchasing and contracting, for recyclable and reduced packaging (I.E. Primary and secondary container recyclable, concentrated product, dilution ration).
5. Transition of all equipment: Contractor must ensure a smooth transition at both the state and end of the contract period.
6. Equipment: Contractor must furnish and install at no additional cost current product models of any automatic dispensing equipment needed for the dispensing of products offered. Any equipment shall remain the responsibility of the contractor to repair and service all dispensing equipment. Contractor will see the person in charge of each using location will be instruction on operations of equipment and minor adjustments. Dispensing equipment shall meet requirement that will provide minimum exposure to concentrated compounds for the safety and health of users. Dispensing equipment shall be provided and maintained at no additional charge, include information on the dispensing equipment provided with the laundry chemicals.
 - a. DOC facility use of the laundry dispensing equipment will be considered, with dispensers offered at no additional charge and maintained by contractor providing laundry chemicals.
 - b. List of Machines by Location with brand/manufacturer and model number.
 - i. Chittenden Regional Corr. Fac., 7 Farrell Street, So. Burlington VT 05402
2 Washers – Milnor Model #30015S5E
 - ii. Northwest State Corr. Fac. 3649 Lower Newton Rd., Swanton, VT 05488
2 Washers – Unimac Model #UW80TVQ
2 Washers - Maytag Model #MHW5630HW
1 Washer – Maytag Model #MVWP5756W
 - iii. Marble Valley Regional Corr. Fac., 167 State Street, Rutland, VT 05701

2 Washers – Speed Queen Model #AWN4328P113TW04

1 Washer - Speed Queen Model #AWN43SRN115TW01

- iv. Northeast Regional Corr. Fac. 1270 US Route 5, St. Johnsbury, VT 05819

2 Washers – Speed Queen Model #STT45LQTF6G2W01

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

2 Washer/Extractor – Yankee Equipment Model #SC20BN20

- vi. Southern State Corr. Facility, 700 Charleston Rd, Springfield, VT 05156

5 Front Loader – Girbeau Model #HS-6008

12 Washers – Speed Queen Model #AWN432

- vii. Northern State Corr. Facility, 2559 Glen Road, Newport, VT 05855

1 Washer – Estate Model #ETW4400XQO

1 Washer – LG True Steam Model #WM2801HWA

1 Washer – Amana Model #NTW4600YQ1

5 Washers – Speed Queen Model SCN040GN2FU

- viii. Vermont Veteran Home, 325 North Street, Bennington, VT 05201

Washer #1 – Speed Queen Model SC40MN2OU60001

Washer #2 – Milnor Model #36026X8J

Washer #3 – Unimac Model #UX165PVQU70001

Washer #4 – Unimac Model #UX100PVQU70001

7. **INSTALLATION, TRAINING, SERVICE REQUIREMENTS:** Metered laundry product dispensers which Foley service techs have installed at no cost for all state entities are currently operational at numerous state facilities and functioning properly. These dispensers are inspected and maintained monthly by trained technicians who know commercial laundry care. A report is submitted to the Area supervisor and reviewed. Foley laundry chemical dispensers deliver precise dosages of detergent, bleach, softeners and sour-neutralizers to provide the desired results. Foley Laundry techs are available to assist and trouble shoot any issues relating to linen results such as stain removal, linen softness and sanitation.
8. **TRAINING:** Safety Training – Every customer receives Chemical Safety and Equipment Training as well as a full site analysis for recommended further site safety procedures.
9. **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.
10. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
- b. Reports are due for each quarter as follows:

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

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
 - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
11. **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.
12. **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.
13. **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.
14. **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: David Hughes
Phone: 802/233-0440
Email: dhughes@foleydistributing.com

- f. **For the State:**

Name: State of Vermont, Deb LaRose
Address: 133 State Street, 5th fl., Montpelier, VT 05633-3001
Phone: 802/249-2817
Fax: 802/828-2222
Email: Deborah.larose@vermont.gov

15. **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 facility purchasing the product.
6. Following complete delivery of the items and completion of the training (if applicable), 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>.