

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings & General Services (hereinafter called “State”), and Swish White River Ltd., with a principal place of business in Hartford, VT, (hereinafter called “Contractor”). Contractor’s form of business organization is Limited. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

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

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$100,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on May 10, 2023 and end on April 30, 2025 with an option to renew for up to two additional one year terms.

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 8 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 Fitch  
Commissioner - Buildings and

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

Title: General Services

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

**ATTACHMENT A – STATEMENT OF WORK**

1. The Contractor shall provide:
  - a. Cleaner, Toilet Bowl, Consume Bio-Bowl, 12 – 1 quart/cs, Spartan #SP-339703, #39.07/case.
  - b. Carpet Cleaner, Special Jobs, Dry Carpet Cleaner, 1-12 pound/ea. Host #412H, \$145.00/case.
  - c. Cleaner, Degreaser, Green Solutions Industrial Cleaner, 4-1 gallon/cs, Spartan #SPC350604, \$38.85/case.
  - d. Cleaner, General Purpose, TriBase Multi-Purpose Cleaner Concentrate, 4-1 Gallon/cs., Spartan #SPC383004, \$42.10/case.
  - e. Cleaner, Glass, Biorenewables Glass/Hard Surface Cleaner Concentrate, 4-1 Gallon/cs., Spartan #SPC383504, \$37.15/case.
  - f. Cleaner, Glass, Biorenewables Glass/Hard Surface Cleaner, RETU, 12-1 Quart/cs., Spartan #SPC323903, \$24.64/case.
  - g. Cleaner, Hand, Kresto Classic Heavy Duty, 4-2 Liter/cs., SC Johnson #87045SC - \$99.35/case.
  - h. Deodorizer, Airlift Liquid Cranberry Ice, Liquid, RTU, 12-1 Quart/cs., Spartan #SP-301803, \$32.82/case.
  - i. Deodorizer, Airlift Clothesline Fresh Line Liquid, RTU, 12-1 Quart/cs., Spartan #SP-302303, \$23.85/case.
  - j. Disinfectant, Oxivir TB wipes, 12 tubs, 160 Ct/cs, Diversity #DTBW378516, \$98.00/case.
  - k. Dispenser, Universal, 1 L Hand Soap Dispenser Transparent Black, 1 Liter/ea., SC Johnson #91128, - No Charge
  - l. Dispenser, Universal, 1L Hand Soap Dispenser Transparent Restyle Curve White, 1 Liter/ea., SC Johnson #91127 – No Charge.
  - m. Dispenser, Universal 1 L Hand Soap Dispenser Transparent, White, 1 Liter/ea., SC Johnson #91127
  - n. Floor Finish, E-Luminate Zinc Free Floor Finish, 1-5 Gallon/cs., Misco #MP109158, \$83.70/case.
  - o. Floor Stripper, Green Solutions Floor Finish Remover, 4-1 Gallon/cs., Spartan #SP-350504 - \$46.46/case.
  - p. Soap, Hand, Refresh Rose Foam, Hand Wash Refill, 6-1 Liter/cs., SC Johnson #RFW1L - # \$29.95/case.
  - q. Soap, Hand, Refresh Azure Foam Hand Wash Refill, 6-1 Liter/cs., SC Johnson #AZU1L - \$29.95/case.
  - r. Soap, Hand, Refresh Clear Foam Hand Wash Refill, 6-1 Liter/cs, SC Johnson #CLR1L - \$29.95/case.
  - s. Soap, Hand, GOJO Premium Lotion, Soap Refill, 4-1 Gallon/cs., GOJO #1860-04 - \$30.60/case.
  - t. Soap, Hand, Lite’N Foamy Citrus Fresh, 4-1 Gallon/cs., Spartan #SPC330804 - \$50.10/case.

2. In accordance with Administrative Policy #32: *Use of Cleaning Products in State Facilities and Leased Properties* (<https://bgs.vermont.gov/commissioner/adminpolicies/0032>), the State of Vermont will specify, buy and use only environmentally preferable cleaning products for custodial services in state owned and leased facilities. The State of Vermont is a national leader in the development and application of environmentally preferable purchasing and control of hazardous material use. We have established specific goals and objectives aimed at providing sound environmental stewardship, protecting human health, reducing state operating expenses associated with the use and control of regulated hazardous materials, and reducing potential liability attributable to environmental impact.
3. GREEN CLEANING CHEMICALS: Environmentally preferable cleaning products, also referred to as “Green Cleaning Chemicals” in this RFP, for use in custodial cleaning services are defined by 18 V.S.A. § 1781 (Act 68 enacted in 2012) as products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purposes. Products included in a Green Cleaning Chemicals contract will be environmental preferable cleaning products and must meet or exceed the criteria established in this RFP.
4. USE OF GREEN CLEANING CHEMICALS IN VERMONT SCHOOLS: Per 18 V.S.A §1782 a distributor or manufacturer of cleaning products shall sell, offer for sale, or distribute to a school, school district, supervisory union, or procurement consortium only:
  - i. environmentally preferable cleaning products utilized by the Department of Buildings and General Services under State contracts; or
  - ii. cleaning products certified by a nationally recognized organization that has developed a program for the purpose of certifying environmentally preferable cleaning products (an “independent third-party”).
  - iii. Anti-microbial pesticides such as disinfectants are excluded from the requirements of 18 V.S.A §1782. Such products are commonly used in State facilities for infection control, kitchen sanitizing, and cleanup of bodily fluids. However, since the passage of Act 68 in 2012, the USEPA has updated its certification program for antimicrobial products known as Design for the Environment (DfE) <https://www.epa.gov/pesticide-labels/dfe-certified-disinfectants>. In the attached price schedule Bidders are encouraged to propose DfE-certified antimicrobials, like disinfectants and sanitizers, as potential alternative products for consideration by the Department of Buildings and General Services and the Department of Health’s Healthy Schools program.
5. AIR FRESHENERS: The use of air fresheners is generally discouraged in State facilities. To control malodors in certain bathroom facilities the Department of Buildings and General Services will continue to review and approve environmentally preferable air fresheners such as those identified in the attached price schedule. The State intends to continue provide an approved air freshener product or products on State contract. In this context “environmentally preferable” has meant air freshers that are water soluble liquid sprays. No non-water-soluble products or products which produce primarily aerosol-sized particles will be approved.

Per 18 V.S.A §1783 a distributor or manufacturer shall sell, offer for sale, or distribute air fresheners to a school, school district, supervisory union, or procurement consortium only if the air fresheners are certified as environmentally preferable by an independent third party.

Bidders are encouraged to propose an alternative air freshener product or products that are certified by an independent third-party as described in Section 2.5. The State will consider alternative products for inclusion on a State of Vermont Green Cleaning Chemicals contract and/or may provide Vermont schools with a list of some or all the alternate products identified.

6. **THIRD PARTY CERTIFICATION:** Examples of independent third-party certifications meeting requirements 2.3 and 2.4 above include, but are not limited to, Green Seal, UL ECOLOGO, and USEPA Safer Choice. Green Cleaning Chemicals and air fresheners listed in the price schedule attached to this RFP do not necessarily have an independent third-party certification. However, the products listed in the attached price schedule were evaluated and approved for use in State facilities by the Department of Buildings and General Services in accordance with Administrative Policy #32. For green cleaning chemicals and air fresheners that do not have an independent third-party certification, bidders are asked to propose a similar product that has an independent third-party certification. The State will consider alternative products for inclusion on a State of Vermont Green Cleaning Chemicals contract and/or may provide Vermont public schools with a list of some or all the alternate products identified.
7. **FRAGRANCES:** Fragrance-free products are desirable and generally preferred over comparable environmentally preferable cleaning products that contain added fragrance. This is especially important for Vermont schools. Bidders are encouraged to propose, on the attached price schedule, alternate products where available that do not contain added fragrance. The State will consider alternative products for inclusion on a State of Vermont Green Cleaning Chemicals contract and/or may provide Vermont public schools with a list of some or all the alternate products identified.
8. **QUATERNARY AMMONIUM COMPOUND EXCLUSION:** The State will not consider antimicrobial products, including hand soaps, disinfectants, sanitizers, or cleaners, where one or more of the antimicrobial ingredients is a quaternary ammonium compound.
9. In accordance with Administrative Policy #32 the following Critical Product Exclusion Criteria are mandatory for products used in state facilities:
  - No Persistent, Bioaccumulative and Toxic Chemicals;
  - No Carcinogens, Mutagens and Teratogens;
  - No Ozone-Depleting Compounds;
  - Low Volatile Organic Compounds (VOCs);
  - No Hazardous Waste Characteristics;
  - No Phosphates and Phosphonates;
  - No Combination Cleaner-Disinfectants;
  - No Aerosol containers;
10. Desirable Product Criteria further define and assist in the selection of safer and more environmentally sound choices for cleaning products. Considerations include:
  - Vapor pressure
  - Inhalation Toxicity
  - Ingestion Toxicity
  - pH
  - Skin Absorption
  - Combustible Liquid
  - Bio-based
  - Petroleum Containing Products
  - Fragrances and Dyes
  - Biodegradability
  - Aquatic Toxicity
  - Renewable resource
11. **DELIVERY:** Inside Delivery Required. 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:

a. **For the Contractor:**

Name: Gary Gervais  
Phone: 800-639-7226  
Email: gary.gervais@envoysolutions.com

b. **For the State:**

Name: State of Vermont, Deb LaRose  
Address: 133 State Street, 5<sup>th</sup> Floor, Montpelier, VT 05633-8000  
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 (including, but not limited to, cities, towns, and school districts) 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 ordering facility on page 1 of the purchase 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>.**