

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Saf-Gard Safety Shoe Company, with a principal place of business in Greensboro, NC (the "Contractor") that the contract between them originally dated as of August 28, 2023, Contract # 46916, 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 January 1, 2024 to January 1, 2025. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- II. **Attachment A, Scope of Services.** The scope of services is amended as follows: Section 1-16 of Attachment A is hereby deleted in its entirety and replaced as set forth in the attachment to this Amendment. Add Exhibit 1 Price List.
- III. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 7, 2023 attached to 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 2 pages. Except as modified by this Amendment No. 01, 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

SAF-GARD SAFETY SHOE COMPANY

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

Date: _____

Date: _____

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 - \$184.99/ea.
2. 8” Stelth Boot Waterproof Insulated boot – Unisex, Composite safety toe, waterproof membrane, efficient zoned insulation for warmth without bulk, 200G, waterproof leather, Cement construction, non-slip, oil resistant. CT, EG, INS, WP, SF, PR, SR, OR, Puncture Resistant, Hytest 14480- \$125.00/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 - \$194.99/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 - \$90.00/ea.
5. Hiker – Men’s, Composite Non-Metallic safety toe, PU Rubber, waterproof leather uppers, removable dual density insole EH rated rubber outsole, ANSI/ASTM Symbols CT, EH ST, OR, Men’s size: Medium and Wide 7-12, 13, 14 #SRM4790 - \$100.00/ea.
6. Hiker – Women’s, 6”, 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 #HS70423 - \$100.00/ea.
7. 6” Work Boot – Men’s safety toe, brown, suede uppers, bumper toe and heel guard, slip resistant, EH rated, polyurethane outsole, ANSI/ASTM Symbols ST, EH, WP, SR, Men’s sizes: Medium 7-12, 13, 14, Sketcher #SK20009 - \$60.00/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 - \$149.99/ea.
9. 6” Waterproof Work Shoe – Men’s Safety toe, brown, full grain leather uppers, removable dual density insole, HE rated polyurethane outsole, Main’s sizes: Medium and wide 7-12, 13, 14, Avenger #N72225 - \$59.99/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 #CA9968 - \$90.00/ea.
11. 11" Waterproof Work Boot, Non-Metallic safety toe, 100% waterproof membrane, copper crazy horse leather uppers, removable 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, SRM9170 - \$115.00/ea.
12. 6" Work Boot – Men's, Moisture wicking lining, brown, full grain pebbled leather upper, slip resistant EH rated, polyurethane outsole, Rebound foam foot bed, Men's Sizes: Medium 7-12, 13, 14 Wide 7-12, 13, 14 ANSI/ASTM Symbols CT, EH, Hoss #HS5046 - \$116.00/ea.
13. 6" Work Boot – Women's, Safety toe, Color Charcoal/blue, fully lined for breathability, lightweight alloy toe, leather upper, PU removable customer cushion foot bead, PU cushion midsole w/abrasion resistant TPU outsole, Women's Size: Medium 5-10, 11, ANSI/ASTM Symbols ST, EH, WP, SR, #17751 - \$92.50/ea.
14. 16" PVC Knee Boot – 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 #ON87982 - \$54.99/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 #LC228040 - \$180.00/ea.
16. Discount from all products in catalog, but not listed separately in this contract. 10-25% discount off price list not attached to this contract.
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 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: | Jason Bourgoin, Territory Manager |
| Phone: | 860-803-0324 |
| Email: | jbourgoin@safgard.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>.

Customer: P007845 STATE OF VERMONT

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
04052	239.99	12480	169.99	15261	219.99	23231	209.99	ABS101	13.99	AR10040404	119.99
04055	239.99	12481	179.99	15271	189.99	23250	199.99	ABS102	13.99	AR1200	149.99
04065	90.00	12561	90.00	15340	90.00	23251	199.99	AG3601	32.99	AR1943	219.99
04321	269.99	12571	149.99	15481	90.00	23300	204.99	AL27	2.00	AR1976	139.99
05040	134.99	13121	124.99	15581	149.99	23332	169.99	AL27BK	2.00	AR2368	90.00
10043	90.00	13180	139.99	15781	79.99	23333	149.99	AL30	2.00	AR8634	90.00
10071	90.00	13200	179.99	16160	14.99	23342	169.99	AL36BK	2.00	AR8635	90.00
10113	114.99	13261	90.00	17033	90.00	23343	179.99	AL36BR	2.00	AS154WHT-12PK	26.99
10119	114.99	13310	90.00	17034	90.00	23411	90.00	AL45	2.00	AS154WHT-6PK	13.99
10190	89.99	13371	90.00	17122	139.99	23470	169.99	AL45BLK	2.00	AS173WHT-6PK	10.99
10210	90.00	13450	169.99	17170	90.00	23471	169.99	AL45TR	2.00	AS175BLK-6PK	16.99
10751	90.00	13500	164.99	17202	90.00	24041	229.99	AL45W	2.00	AS175WHT-6PK	14.99
10781	90.00	13540	179.99	17300	114.99	24190	90.00	AL54BK	2.00	AS253SG-6PK	11.00
10800	124.99	13562	209.99	17302	114.99	24231	209.99	AL54BR	2.00	AS253WHT-12PK	34.99
10961	144.99	13571	149.99	17304	89.99	24251	219.99	AL63BK	2.50	AS253WHT-6PK	15.00
10970	144.99	13610	169.99	17320	90.00	24402	149.99	AL63BR	2.00	AS271GRY-12PK	34.99
11170	79.99	13620	124.99	17322	89.99	25251	169.99	AL63RH	2.50	AS275BLK-12PK	39.99
11192	90.00	13621	129.99	17350	79.99	27031	90.00	AL72	3.00	AS275WHT-12PK	34.99
11200	129.99	13721	90.00	17400	90.00	27111	169.99	AL72BK	3.00	AS279BLK-12PK	39.99
11280	129.99	13750	90.00	17402	90.00	27479	169.99	ALS10	36.99	AS279WHT-12PK	34.99
11430	89.99	13751	90.00	17410	90.00	300NB	3.00	AMINK	9.99	AS36BLK	2.00
11500	90.00	13781	90.00	17432	89.99	41050	37.00	AR10012948	189.99	AS36BRN	2.00
11502	90.00	13810	149.99	17433	89.99	43011	90.00	AR10015196	179.99	AS500ST-2PK	8.99
11509	129.99	13860	154.99	17650	89.99	43501	209.99	AR10015405	169.99	AS673WHT-12PK	22.00
11729	144.99	13890	159.99	17751	114.99	43511	182.99	AR10017420	219.99	AS721MER-2PK	18.00
12011	149.99	13910	144.99	17812	79.99	44511	189.99	AR10020094	199.99	AS797BLK-12PK	39.99
12050	19.99	13990	109.99	20250	90.00	84724	5.00	AR10022968	214.99	AS797WHT-12PK	29.99
12071	129.99	13991	109.99	21103	149.99	84726	5.00	AR10023042	214.99	AS897BLK-12PK	42.99
12170	164.99	14200	174.99	21109	149.99	84891	5.00	AR10024966	219.99	AS897WHT-12PK	39.99
12191	90.00	14261	209.99	21400	179.99	84893	5.00	AR10025002	199.99	AS90344WHT-6P	19.00
12200	90.00	14480	169.99	21724	129.99	84896	5.00	AR10029530	144.99	ASP39	39.99
12220	149.99	14481	169.99	22470	179.99	84900	5.00	AR10029682	199.99	ASP39-31302	19.99
12250	194.99	14562	219.99	22471	179.99	A11001	34.99	AR10034149	169.99	ATL1300M	49.99
12251	194.99	14780	119.99	22477	179.99	A11003	36.99	AR10034673	119.99	ATL1320M	49.99
12253	209.99	14781	129.99	22731	139.99	A1330	7.99	AR10035774	174.99	ATL2200F	64.00
12254	189.99	14870	159.99	23130	209.99	A1333	3.99	AR10036002	224.99	ATL2200M	64.00
12320	129.99	15021	214.99	23131	209.99	A1336	9.99	AR10036738	209.99	ATL2205F	64.00
12329	90.00	15041	219.99	23180	184.99	AB6950BLK	44.99	AR10036739	209.99	ATL2205M	64.00
12441	90.00	15202	169.99	23181	184.99	AB6950YEL	44.99	AR10038398	159.99	ATL2300M	79.00
12451	179.99	15221	159.99	23190	179.99	ABS100	13.99	AR10040282	119.99	ATL2300W	79.00

Customer: P007845 STATE OF VERMONT

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
ATL2305M	79.00	BL140	199.99	CA5561	119.99	CH59410	279.99	CT91350	119.99	GA4603	199.99
ATL2305W	79.00	BL143	244.99	CA5565	90.00	CH59417	298.99	CT91351	119.99	GA6374	149.99
ATL2320M	79.00	BL172	194.99	CA5570	124.99	CH73050	259.99	CT91357	109.99	GA6395	173.99
ATL2320W	79.00	BL179	189.99	CA5574	119.99	CH73060	259.99	DA12400	154.99	GA7313	169.99
ATL2400M	69.99	BL990	199.99	CA5582	179.99	CIN1001	24.99	DA12531	169.99	GAGB00097	234.99
ATL2405M	60.00	BL994	269.99	CA5671	119.99	CMC1259	239.99	DA12534	191.99	GAGB00337	164.99
ATL400M	29.99	BL997	249.99	CA5672	124.99	CME1355	179.99	DA13860	229.99	GGM1030	59.99
ATL400MC	64.00	BLUMAX	24.99	CA5674	119.99	CME6355	169.99	DA15161	179.99	GGM1600	59.99
ATL400W	64.00	BV918ZWPCT	139.99	CA5681	90.00	CME8355	179.99	DA15340	159.99	GGM2015	59.99
ATL405M	29.99	CA1309	259.99	CA5682	90.00	CMF6356	169.99	DA15569	259.99	GGM215	59.99
ATL405W	64.00	CA1420	90.00	CA5821	184.99	CMFA5415M	144.99	DA17311	294.99	GGM360	79.99
ATL420M	64.00	CA1421	134.99	CA5823	199.99	CMFF6213M	139.99	DA17321	324.99	GGM6000	109.99
ATL420W	59.99	CA1428	154.99	CA599	174.99	CML8360	199.99	DA19453	149.99	GGM6100	109.99
ATL4500M	55.00	CA1435	174.99	CA6921	199.99	CML8369	199.99	DMR10294201	90.00	GGM6300	90.00
ATL4600M	64.00	CA1520	139.99	CA7516	199.99	CMR8959	199.99	DMR13160201	90.00	HD83883	159.99
ATL4605M	64.00	CA1625	88.99	CA7522	214.99	CMW6095	169.99	DMR24381001	129.99	HD93120	189.99
ATL4620M	64.00	CA1809	269.99	CA7545	149.99	CMW6274	134.99	DMR24382001	169.99	HD93329	134.99
BA2262	106.99	CA1821	139.99	CA7811	199.99	CMW6295	169.99	DMR24383001	169.99	HD93496	90.00
BA2272	199.99	CA1825	139.99	CA7821	184.99	CN7310001	119.99	DMR25142001	69.99	HD93563	159.99
BA2276	149.99	CA1900	99.99	CA7829	194.99	CN7310200	119.99	DMR25178001	129.99	HD93579	154.99
BA3160	114.99	CA1901	99.99	CA8556	154.99	CN9900001	149.99	DMR25623001	119.99	HD93833	164.99
BA3164	119.99	CA1902	99.99	CA9582	199.99	CN9900002	149.99	DMR26307001	159.99	HD93834	164.99
BA3184	124.99	CA1903	104.99	CA9821	164.99	CR204044-1B5	49.99	DMR26310001	124.99	HD95055	90.00
BA6008	126.99	CA1914	90.00	CA9824	189.99	CR205073-001	59.99	DMR27006207	149.99	HD95328	154.99
BA932	69.99	CA3534	149.99	CA9852	194.99	CR205385-0CU	54.99	DMR27524601	159.99	HO1110520BBLC	174.99
BAF5157	239.99	CA3535	129.99	CA9854	199.99	CR207110-960	59.99	DMR27525601	129.99	HO1110521BBLC	174.99
BAF8574	119.99	CA3537	90.00	CA9968	90.00	CR207231-001	59.99	DUC12187	179.99	HO1110521WHT	174.99
BETR596ZCT	159.99	CA3538	129.99	CAR100289-001	15.99	CR998MF	115.99	ENERGEL	21.99	HO1129350BBLC	174.99
BH106110	12.00	CA3558	129.99	CAR101604-039	20.99	CRBISTROBLK	44.99	FEL12416	194.99	HO1129351BBLC	174.99
BH1169	12.00	CA4515	184.99	CAR104393BLK	149.99	CRBISTROWHT	44.99	FEL12421	179.99	HO1129351WHT	174.99
BH12108	15.00	CA4582	184.99	CAR10512-N04	36.99	CRNERIABLK	49.99	FIL1SG30349	79.99	HO129350BBLC	174.99
BH133AF	3.00	CA505USA	254.99	CAR105203-I26	54.99	CT110567	74.99	FIL5LM00154	79.99	HS10229	90.00
BH14183AF	15.00	CA508USA	244.99	CAR105569-CRH	59.99	CT110568	74.99	FIL679661	69.99	HS20230	104.99
BH1678	15.00	CA5520	174.99	CARA18BLK	18.99	CT51039	69.99	FIL680011	69.99	HS50238	124.99
BH1691AF	15.00	CA5521	179.99	CARK288BLK	52.99	CT73706	90.00	FIL680255	69.99	HS50406	117.99
BH461AF	4.00	CA5522	179.99	CARK288-E20	74.99	CT89586	114.99	FIL680418	69.99	HS60160	90.00
BH543AF	3.00	CA5537	114.99	CFW6225-W	159.99	CT90936	109.99	FL358623TA-BLK	15.00	HS60177	137.99
BH853AF	12.00	CA5547	204.99	CH31001	199.99	CT90977	124.99	FOMAXIMUM	39.99	HS60203	137.99
BH9711	12.00	CA5556	139.99	CH59330	264.99	CT91199	164.99	GA4274	179.99	HS60230	90.00
BHLC21	13.00	CA5560	119.99	CH59405	279.99	CT91345	127.99	GA4374	187.99	HS60242	149.99

Customer: P007845 STATE OF VERMONT

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
HS60466	149.99	KN1014606	139.99	KN1026704	134.99	MW424092	90.00	N7420	114.99	ON5113155	90.00
HS60542	104.99	KN1015401	189.99	KN1026705	149.99	MW429139	159.99	N7421	124.99	ON81011	39.99
HS60700	149.99	KN1016778	149.99	KN1026707	139.99	MW482072	124.99	N7451	124.99	ON85324	59.99
HS60877	139.99	KN1017804	199.99	KN1026708	139.99	MW538202	90.00	N7471	124.99	ON86010	17.99
HS70120	104.99	KN1017828	169.99	KN1026892	199.99	N1347	79.99	N7508	130.99	ON86104	44.99
HS70165	109.99	KN1017833	224.99	KN1027102	179.99	N1607	90.00	N7547	90.00	ON86622	45.99
HS70423	109.99	KN1018023	209.99	KN1027104	179.99	N1611	94.99	N7573	159.99	ON86779	42.99
HS80114	169.99	KN1018079	149.99	KN1028317	164.99	N1620	109.99	N7625	49.99	ON87801	19.99
HS80715	169.99	KN1020039	164.99	KOA4NM1	199.99	N1630	109.99	N7627	92.99	ON87981	49.99
HSDH60216	119.99	KN1020085	169.99	LC228040	184.99	N1631	107.99	N7675	84.99	ON87982	59.99
HX603102	449.99	KN1020086	169.99	LC24009091	109.99	N1652	90.00	N7712	104.99	ON89682	44.99
HX603110	449.99	KN1021315	169.99	LC302422	199.99	N4041	99.99	N7751	90.00	ON89904	53.99
HX603111	499.99	KN1021467	214.99	LC376121	149.99	N4046	99.99	N7847	89.99	ON89908	57.99
HX604103	399.99	KN1023205	129.99	LC644103	209.99	N4340	90.00	N8124	90.00	PAM	24.99
HX620012	399.99	KN1023215	149.99	LOCKLACE	9.99	N4362	79.99	N8125	90.00	PAM00	24.99
JD350	25.99	KN1023216	90.00	LOCKLACEBRN	9.99	N4611	94.99	N8224	99.99	PAMESD	29.99
JD510	33.99	KN1023217	149.99	LS1031	299.99	N4661	90.00	N8225	99.99	PAMPR	36.99
JOYWBCLBK	49.99	KN1023220	158.99	MCASPSTL	219.99	N4840	79.99	N8624	94.99	PU640015	90.00
JOYWBCLGW	49.99	KN1023222	194.99	MCHS000A	159.99	N5053	79.99	N8674	99.99	PU640035	90.00
JUGY9980	124.99	KN1023230	139.99	MCMAXCMP	149.99	N7118	109.99	N8675	94.99	PU642855	114.99
JUSE4570	164.99	KN1023231	90.00	MEGASOLE	24.99	N7119	109.99	NBMID412B1	109.99	PU642915	115.99
JUSE4812	149.99	KN1023232	139.99	METGUARD	36.99	N7120	109.99	NBMID412G1	109.99	PU642925	114.99
JUSE4824	139.99	KN1024182	184.99	MIXPX761	214.99	N7123	99.99	NBMID626K2	90.00	PU643415	129.99
KG-LACE-54	8.25	KN1024184	184.99	MIXPX781	214.99	N7124	79.99	NBMID806K1	99.99	PU643835	119.99
KG-LACE-63	9.00	KN1024185	174.99	MLJ003321	129.99	N7125	79.99	NBMID806W1	99.99	PU643845	129.99
KG-LACE-72	9.00	KN1024195	90.00	MLJ003325	99.99	N7130	114.99	NBMIDLOGIBL	124.99	PU643945	124.99
KN1007024	189.99	KN1024222	234.99	MLJ099304	124.99	N7146	104.99	NBMIDLOGINA	124.99	PU644655	129.99
KN1007969	189.99	KN1024588	129.99	MLJ099319	124.99	N7164	109.99	NBMIDSPWRBL	124.99	PUG00	51.80
KN1009709	189.99	KN1024592	134.99	MLJ099371	164.99	N7223	104.99	NBMIDSPWR0L	124.99	RE3732	119.99
KN1011242	209.99	KN1024604	134.99	MLJ11119	139.99	N7224	79.99	NBWID412P1	109.99	REDUSNPU9	194.99
KN1011243	209.99	KN1025241	134.99	MLJ11617	129.99	N7225	59.99	NBWID626D2	49.99	RF0A3FDS-BLA	41.99
KN1011244	179.99	KN1025637	114.99	MLJ17535	69.99	N7228	119.99	NBWID626K2	90.00	RFCI7923	45.99
KN1011357	189.99	KN1025638	114.99	MLJ17763	124.00	N7242	79.99	NBWID806G1	59.99	RFCI8521	45.99
KN1011556	149.99	KN1025697	244.99	MLJ37178	109.99	N7244	121.99	NBWID806K1	99.99	RO12002XP	299.99
KN1011869	21.99	KN1025723	109.99	MLJ61127	99.99	N7245	119.99	NBWID806P1	99.99	RO12161XP	299.99
KN1011870	21.99	KN1025724	109.99	MLJ61132	99.99	N7248	90.00	NBWIDLOGIBLE	124.99	RO12311XPJ	339.99
KN1012771	199.99	KN1026357	174.99	MLJ62382	90.00	N7264	119.99	NBWIDLOGIGR	124.99	RO5628AG	229.99
KN1014600	209.99	KN1026486	184.99	MLJ86593	109.99	N7286	114.99	NBWX623WP	69.99	RO5725AG	239.99
KN1014604	119.99	KN1026487	184.99	MLJ88629	119.99	N7340	139.99	NCR1141	90.00	RY1570	159.99
KN1014605	199.99	KN1026488	194.99	MW402109	124.99	N7402	129.99	NS5076	50.00	RY2167	119.99

Customer: P007845 STATE OF VERMONT

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
RY2173	134.99	SK108036BCTL	88.99	SK77217BKW	69.99	SRB335	109.99	SRM2050	90.00	SRM4660	90.00
RY5000	139.99	SK108036NVPK	88.99	SK77235BLK	59.99	SRB336	109.99	SRM2060	90.00	SRM4760	90.00
RY5001	144.99	SK108051BBK	54.99	SK77260GRY	79.99	SRB3507	90.00	SRM2090	90.00	SRM479	90.00
RY6114	179.99	SK108051BKW	49.99	SK77260NVY	79.99	SRB950	99.99	SRM2160	129.99	SRM4790	90.00
RY7114	159.99	SK108051NVW	49.99	SK77281BKW	72.99	SRB951	99.99	SRM2170	134.99	SRM4800	90.00
RYRKK0277	194.99	SK108051PKW	49.99	SK77281BLU	72.99	SRB952	99.99	SRM2400	114.99	SRM5000	112.99
SAS2070013	174.99	SK108063BLK	74.99	SK77281CHAR	72.99	SRB970	89.99	SRM260	119.99	SRM515	79.99
SAS2110013	209.99	SK108076BLK	84.99	SK77281NVY	72.99	SRK4573	99.99	SRM2600	119.99	SRM5213CBLK	6.99
SAS2230013	189.99	SK108127BLK	84.99	SK77289NVY	79.99	SRK4574	90.00	SRM2610	119.99	SRM5213CWHT	6.99
SAS2680013	174.99	SK108144BBK	74.99	SPCG56153	60.00	SRK4575	90.00	SRM265	119.99	SRM5214CBLK	6.99
SAS3767860	244.99	SK200018BLK	79.99	SRB030	90.00	SRK6585	114.99	SRM2650	119.99	SRM5214CWHT	6.99
SAS3776860	249.99	SK200028BLK	49.99	SRB031	89.99	SRK6595	114.99	SRM2660	119.99	SRM525	79.99
SEN004	39.99	SK200045BRN	109.99	SRB032	90.00	SRM1111	19.99	SRM2670	119.99	SRM534	19.99
SF201AF	3.25	SK200062BLK	89.99	SRB033	90.00	SRM130	79.99	SRM2680	114.99	SRM540	79.99
SFE2307	119.99	SK200063BLK	79.99	SRB035	90.00	SRM131	79.99	SRM285	114.99	SRM544	59.99
SFE2308	119.99	SK200065BKW	79.99	SRB061	89.99	SRM132	79.99	SRM2850	114.99	SRM5510	109.99
SFE2642	119.99	SK200091BRS	89.99	SRB062	89.99	SRM133	79.99	SRM295	139.99	SRM554	84.99
SFE2643	119.99	SK200105BLK	86.99	SRB063	89.99	SRM136	79.99	SRM2950	139.99	SRM555	84.99
SFE2644	119.99	SK200171BLK	87.99	SRB064	79.99	SRM140	59.99	SRM3000	89.99	SRM560	89.99
SFE2645	119.99	SK200205BBK	79.99	SRB065	79.99	SRM1400	59.99	SRM3020	89.99	SRM565	89.99
SFE2646	109.99	SK200206BKRD	104.99	SRB066	79.99	SRM156	54.99	SRM3050	89.99	SRM600	49.99
SFE2647	109.99	SK200211NVGY	99.99	SRB1250	90.00	SRM1560	54.99	SRM3080	89.99	SRM6000	49.99
SFSFC23809	65.00	SK76455BLK	94.99	SRB1953	99.99	SRM157	59.99	SRM3300	90.00	SRM610	54.99
SFSFC5006	64.00	SK76455WHT	94.99	SRB1954	99.99	SRM1570	59.99	SRM3310	90.00	SRM6100	54.99
SFSFC67718	70.00	SK76501BPT	74.99	SRB1955	99.99	SRM163	54.99	SRM3350	90.00	SRM614	49.99
SFSFC67730	70.00	SK76536BLK	59.99	SRB320	90.00	SRM1630	54.99	SRM3380	90.00	SRM615	49.99
SJ011179	46.99	SK76572BKPK	79.99	SRB3200	90.00	SRM165	54.99	SRM3390	90.00	SRM6150	49.99
SK108001BLK	69.99	SK76986BLK	74.99	SRB3201	90.00	SRM1650	54.99	SRM350	74.99	SRM620	49.99
SK108003CHAR	89.99	SK76988BRN	109.99	SRB3203	99.99	SRM166	69.99	SRM3500	84.99	SRM6200	49.99
SK108004BLK	79.99	SK77013NVGY	99.99	SRB3204	109.99	SRM1660	69.99	SRM3540	84.99	SRM6350	79.99
SK108004GNBK	89.99	SK77055BKCC	84.99	SRB3205	99.99	SRM167	49.99	SRM3700	89.99	SRM640	59.99
SK108004NVBK	89.99	SK77148BLK	79.99	SRB3206	114.99	SRM1670	49.99	SRM400	90.00	SRM6400	59.99
SK108008BLK	79.99	SK77148BRN	89.99	SRB3210	90.00	SRM168	54.99	SRM404	90.00	SRM641	59.99
SK108016BLK	84.99	SK77156BLK	54.99	SRB3211	129.99	SRM1680	54.99	SRM405	90.00	SRM6410	59.99
SK108023BLK	94.99	SK77164BLK	49.99	SRB3212	90.00	SRM170	59.99	SRM415	90.00	SRM650	59.99
SK108025BKRG	99.99	SK77188BKW	79.99	SRB3213	134.99	SRM180	74.99	SRM425	89.99	SRM6500	59.99
SK108029BKW	82.99	SK77188BLK	79.99	SRB3311	109.99	SRM1800	74.99	SRM4250	89.99	SRM651	54.99
SK108029GRY	82.99	SK77188CHAR	79.99	SRB3312	109.99	SRM188	79.99	SRM427	89.99	SRM652	59.99
SK108029LBLW	82.99	SK77188NVY	59.99	SRB3313	109.99	SRM1880	79.99	SRM4400	90.00	SRM6520	59.99
SK108036BKMT	84.99	SK77211BLK	59.99	SRB334	109.99	SRM190	29.99	SRM4500	90.00	SRM654	64.99

Customer: P007845 STATE OF VERMONT

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
SRM6540	64.99	SSK406NVAQ	90.00	STMA41PY	159.99	TG804-3600	279.99	TM26063	149.99	TM90646	189.99
SRM655	64.99	SSK605NVBL	90.00	STMA41QN	159.99	TG804-3696	269.99	TM26064	149.99	TM90667	109.99
SRM6550	64.99	SSK606NVBL	104.99	STMA41S9	154.99	TG804-3800	274.99	TM26078	169.99	TM91621	29.99
SRM680	69.99	SSK8037BLK	104.99	STMA4259	129.99	TG804-4200	229.99	TM26388	129.99	TM91694	139.99
SRM6800	69.99	SSK8038BLK	99.99	STMA4279	129.99	TG804-4208	244.99	TM302353TD	17.99	TM92615	199.99
SRM770	39.99	SSK8038NVY	99.99	STMA429Y	124.99	TG804-4291	134.99	TM302378TD-M0	14.99	TM92632	139.99
SRM7700	39.99	SSK8174BLK	89.99	STMA42AY	124.99	TG804-4296	139.99	TM33030	139.99	TM92641	219.99
SRM7800	49.99	SSK8175BLK	89.99	STMA42CY	124.99	TG804-4364	239.99	TM33031	144.99	TM92649	119.99
SRM8200	79.99	SSK8347BLK	90.00	STMA44A9	129.99	TG804-4372	199.99	TM33032	144.99	TM92671	219.99
SRM8300	69.99	SSK8348BLK	79.99	STMA44B9	129.99	TG804-4375	239.99	TM33034	134.99	TM95567	199.99
SRM8400	74.99	SSK8435BLK	89.99	STMA44EN	149.99	TG804-4378	249.99	TM33046	129.99	TMA11QF	129.99
SRM8450	69.99	SSK8435NVY	89.99	STMA44FE	149.99	TG804-4478	239.99	TM38021	164.99	TMA11RO	90.00
SRM9100	119.99	SSK8436BLK	102.99	STMA44HY	109.99	TG804-4810	90.00	TM40000	169.99	TMA172T	194.99
SRM9110	119.99	SSK8436NVY	102.99	STMA44JY	109.99	TG804-6190	149.99	TM40044	134.99	TMA176A	114.99
SRM9150	124.99	SSK9149BLK	90.00	STMA44N1	144.99	TG804-6191	154.99	TM47001	169.99	TMA1B6U	124.99
SRM9160	124.99	SSK9159BLK	84.99	STMA44N9	144.99	TG804-6449	90.00	TM47015	90.00	TMA1B7F	129.99
SRM9170	127.99	SSK9740BKW	39.99	STMA5MEP	154.99	TG804-6905	90.00	TM47019	174.99	TMA1GHM	139.99
SRM9960	139.99	SSK9740NVW	39.99	STMA5MFA	154.99	TG814-3266	149.99	TM47028	134.99	TMA1GT9	124.99
SRM9990	139.99	SSK9764BBK	59.99	STMA5MPT	134.99	TG814-4201	229.99	TM47592	179.99	TMA1H1S	90.00
SRMAT	119.99	STMA1V48	154.99	STMA5NCP	134.99	TG814-4550	204.99	TM50507	149.99	TMA1HQL	179.99
SRMAXSOLE	9.99	STMA1W52	159.99	STMA5NKJ	134.99	TG834-6041	90.00	TM50508	90.00	TMA1JY4	90.00
SRMWA01	39.99	STMA1W5Z	90.00	STMA5NQK	134.99	TG834-6522	87.99	TM52561	184.99	TMA1KIT	159.99
SSK108096GYA	90.00	STMA1W6B	159.99	STMA5TDH	159.99	TG834-6523	87.99	TM52562	169.99	TMA1KN8	90.00
SSK108096NVA	90.00	STMA1W6M	154.99	STMA5YU3	129.99	TG834-6906	164.99	TM53359	149.99	TMA1ORE	35.00
SSK108097GYA	104.99	STMA1WDJ	164.99	STMA5YUQ	129.99	TG834-6908	174.99	TM53531	259.99	TMA1Q2W	154.99
SSK108097LBPk	104.99	STMA1WDU	164.99	STMA5YVB	129.99	THOTIC	49.99	TM53534	129.99	TMA1Q54	169.99
SSK108097NVA	104.99	STMA1X7R	149.99	STMA5YVY	129.99	TI26256	119.99	TM63189	129.99	TMA1Q8K	119.99
SSK108098BKPK	104.99	STMA1X83	90.00	SVM30804	99.99	TI28259	119.99	TM65016	169.99	TMA1RVS	174.99
SSK108098GYP	104.99	STMA1X8E	139.99	SVM30805	99.99	TI35211	44.99	TM65030	144.99	TMA1RW4	189.99
SSK108160BLK	79.99	STMA1XPD	124.99	SVM30806F	99.99	TI77253	149.99	TM72399	134.99	TMA1WTV	90.00
SSK108160GRY	79.99	STMA1XQX	119.99	SVM30807	89.99	TI93255	79.99	TM85590	139.99	TMA1XFX	209.99
SSK108160LTBL	79.99	STMA1XRK	119.99	SW1160	129.99	TIN35211	44.99	TM85594	189.99	TMA1XJP	179.99
SSK108160NVY	79.99	STMA1XS7	119.99	SWW080126	134.99	TM1161A	90.00	TM85599	90.00	TMA1XK1	179.99
SSK108160PNK	79.99	STMA1XTG	119.99	SWW080148	129.99	TM12909	130.00	TM86515	134.99	TMA1XVN	149.99
SSK108173BLK	89.99	STMA21AV	124.99	SWW080149	134.99	TM15845	75.00	TM87528	129.99	TMA1ZRC	149.99
SSK200148NVBL	109.99	STMA2BWE	129.99	SWW081004	139.99	TM15945	95.00	TM89604	199.99	TMA225Q	149.99
SSK200232BLK	89.99	STMA2BX1	134.99	SWW081005	134.99	TM219986TD-BL	14.99	TM89628	229.99	TMA2297	199.99
SSK403BLK	89.99	STMA2R3Q	159.99	TG534-6908	174.99	TM219986TD-W	14.99	TM89652	199.99	TMA24BH	189.99
SSK405BKW	84.99	STMA2R52	159.99	TG804-3320	259.99	TM26002	178.99	TM89688	49.99	TMA24FK	169.99
SSK405NVAQ	84.99	STMA2R6D	154.99	TG804-3554	384.99	TM26038	169.99	TM89697	199.99	TMA25CM	90.00

Customer: P007845 STATE OF VERMONT

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
TMA25F5	199.99	TWMLCSM01	209.99	WGFR40601F	134.99	WGRB212	119.99	WGRB4162	109.99	WGRK600	90.00
TMA25GP	184.99	TWMXBA001	199.99	WGFS2000	119.99	WGRB249	119.99	WGRB417	149.99	WGRK634	144.99
TMA27WT	119.99	TWMXBA002	90.00	WGFS2005	119.99	WGRB259	114.99	WGRB4177	149.99	WGRK643	114.99
TMA283H	124.99	TWMXBA006	214.99	WGFS2023	119.99	WGRB314	129.99	WGRB4250	119.99	WGRK644	114.99
TMA2844	124.99	TWMXBAW01	219.99	WGFS2031	119.99	WGRB315	119.99	WGRB429	114.99	WGRK6628	90.00
TMA28QQ	239.99	TWMXBN001	209.99	WGFS208	90.00	WGRB3214	129.99	WGRB430	109.99	WGRK6635	144.99
TMA29FB	90.00	TWMXBN002	90.00	WGFS2325	134.99	WGRB3240	114.99	WGRB4310	129.99	WGRK6640	90.00
TMA29G9	249.99	TWMXBN004	209.99	WGFS2326	134.99	WGRB3400	129.99	WGRB4311	129.99	WGRK670	124.99
TMA2B52	90.00	TWMXCC001	174.99	WGFS240	119.99	WGRB3401	129.99	WGRB4312	134.99	WGRK6736	114.99
TMA2N5V	90.00	TWMXCNM01	194.99	WGFS2400	124.99	WGRB3450	139.99	WGRB4314	114.99	WGRK6737	90.00
TMA2PKQ	129.99	TWWDCTM1	139.99	WGFS2600	90.00	WGRB3461	159.99	WGRB4327	159.99	WGRK6741	119.99
TMA2QVU	164.99	TWWDMS01	134.99	WGFS2623	119.99	WGRB3481	129.99	WGRB4333	159.99	WGRK6748	134.99
TMA4115	169.99	TWWLCA001	90.00	WGFS2630	129.99	WGRB3502	79.99	WGRB434	124.99	WGRK676	114.99
TMA41UY	189.99	TWWLCS003	199.99	WGFS2650	129.99	WGRB3604	90.00	WGRB435	109.99	WGRK6761	134.99
TMA41XY	90.00	TWWXBN001	189.99	WGIA0120-1	199.99	WGRB365	114.99	WGRB4360	139.99	WGRK751	109.99
TMA5NST	124.99	UA1276375	90.00	WGIA0163	119.99	WGRB382	124.99	WGRB437	159.99	WGRK753	114.99
TMA5PKE	119.99	UA3024894-302	65.00	WGIA0195	154.99	WGRB383	127.99	WGRB4443	124.99	WGRK774	90.00
TMA5PV4	170.00	UA3024947	119.99	WGIA5016	109.99	WGRB4015	112.99	WGRB4453	119.00	WGRK777	124.99
TMA5PWC	185.00	UA3025793-002	69.99	WGIA5018	129.99	WGRB4016	90.00	WGRB455	124.99	WGRK800	114.99
TMA5QZE	159.99	UA375329TD-001	15.00	WGIA5150	90.00	WGRB4035	109.99	WGRB4555	90.00	WGVM30110	109.99
TMA5RMX	119.99	UA375329TD-600	15.00	WGIA5730	90.00	WGRB4036	117.99	WGRB460	129.99	WGVM30110F	109.99
TMA5RRP	129.99	UA375579TD-970	15.00	WGIA965	134.99	WGRB4039	117.99	WGRB4607	90.00	WGVM30117	109.99
TMA5RSX	119.99	UA375584TD-670	15.00	WGIA9650	134.99	WGRB4040	119.99	WGRB464	109.99	WGVM30239	137.99
TMA5RTJ	120.99	W69409	4.99	WGIB3501	112.99	WGRB4041	111.99	WGRB4671	89.99	WGVM30468	109.99
TMA5UVU	129.99	W69412	2.00	WGIB4039	134.99	WGRB4042	109.99	WGRB492	124.99	WGVM30471	112.99
TMA5WPB	149.99	W69413	2.00	WGIB4041	129.99	WGRB4043	119.99	WGRB516	90.00	WGVM30617F	117.99
TMA5YFU	159.99	W69414	2.00	WGRB036	114.99	WGRB4049	129.99	WGRB655	149.99	WIL001	39.99
TMA6763EDV	164.99	W69415	2.00	WGRB039	114.99	WGRB4050	109.99	WGRB6755	169.99	WIL002	39.99
TMA6763EDX	164.99	W69416	2.00	WGRB041	109.99	WGRB406	119.99	WGRB6765	154.99	WIL003	39.99
TR305204	134.99	W69417	2.00	WGRB044	109.99	WGRB4063	99.99	WGRB7005	90.00	WIL004	39.99
TR305205BLK	139.99	W69418	2.00	WGRB045	114.99	WGRB4066	114.99	WGRB750	124.99	WIL005	39.99
TR608115BLK	119.99	W69419	2.00	WGRB046	109.99	WGRB4120	89.99	WGRB7755	149.99	WIL006	39.99
TR608285BLK	139.99	WGFE2440	90.00	WGRB049	131.99	WGRB4132	109.99	WGRB8674	139.99	WIL007	39.99
TWMCAN001	90.00	WGFE690	149.99	WGRB055	114.99	WGRB4133	114.99	WGRB8694	143.99	WLV91102670-10	18.00
TWMCAN003	99.99	WGFF247	16.99	WGRB1067	149.99	WGRB4141	124.99	WGRB8807	149.99	WSS3001-001	20.00
TWMDMSM01	139.99	WGFP8125	151.99	WGRB143	129.99	WGRB4143	144.99	WGRBMT	20.00	WW080062	90.00
TWMDMS01	139.99	WGFR40103	194.99	WGRB156	104.99	WGRB4144	132.99	WGRK2151	104.99	WW10180	129.99
TWMHKBCW1	179.99	WGFR40201	199.99	WGRB161	119.99	WGRB415	112.99	WGRK4691	134.99	WW10181	129.99
TWMLCS001	90.00	WGFR40202	199.99	WGRB1860	104.99	WGRB416	109.99	WGRK5710	129.99	WW10314	169.99
TWMLCS006	90.00	WGFR40502F	114.99	WGRB1910	89.99	WGRB4161	119.99	WGRK5715	129.99	WW10315	119.99

Customer: P007845 STATE OF VERMONT

CUSTOMER SPECIFIC SPECIAL PRICE

STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE	STYLE	PRICE
WW10316	189.99	WW211043	124.99	XEGRBL3	184.99				
WW10318	179.99	WW211128	169.99	XEGRBT1	182.99				
WW10364	110.99	WW211129	184.99	XEGRCG3	184.99				
WW10632	119.99	WW211130	179.99	XEOMBL1	189.99				
WW10633	119.99	WW211139	199.99	XEOMBO1	189.99				
WW10653	179.99	WW211161	169.99	XESPBL1	199.99				
WW10680	124.99	WW211165	189.99	XEVABL1	199.99				
WW10694	90.00	WW211171	139.99	XEVACB1	199.99				
WW10702	129.99	WW211176	129.99						
WW10706	187.99	WW221011	184.99						
WW10791	139.99	WW221022	144.99						
WW10924	90.00	WW221025	90.00						
WW10926	149.99	WW221032	129.99						
WW10942	219.99	WW221041	144.99						
WW10945	214.99	WW2287	90.00						
WW1517D	79.99	WW231013	179.99						
WW191044	209.99	WW231018	119.99						
WW200158	90.00	WW231047	129.99						
WW201095	90.00	WW2406	90.00						
WW201096	90.00	WW3108	90.00						
WW201174	90.00	WW3120	174.99						
WW201175	169.99	WW3511	154.99						
WW201177	129.99	WW4306	119.99						
WW201178	169.99	WW4451	90.00						
WW201218	149.99	WW5679	149.99						
WW201222	90.00	WW5680	159.99						
WW20172	79.99	WW5685	39.99						
WW2053	149.99	WW5698	144.99						
WW210000	90.00	WW8399	134.99						
WW210076	99.99	WW880351	90.00						
WW210081	169.99	WW91100270	13.00						
WW211000	90.00	WW91102670	18.00						
WW211001	90.00	WZC440-OLIVE	79.99						
WW211005	90.00	WZM612-BL	119.99						
WW211006	90.00	WZN690-BL	74.99						
WW211007	109.99	WZN690-BR	74.99						
WW211016	129.99	WZN960-BR	96.99						
WW211020	134.99	WZN997-BR	90.00						
WW211022	179.99	WZS690-BL	89.99						
WW211042	124.99	WZS852-BR	114.99						

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"), Industrial Protection Products, Inc. (IPP), a Corporation with a principal place of business in Wilmington, MA (hereinafter called "Contractor") and Saf-Gard Safety Shoe Company, a Corporation with a principal place of business in Greensboro, NC (hereinafter called "Contractor"), that the Contractor intends to assume all of the rights, benefits, duties, and obligations of Industrial Protection Products, Inc. (IPP) under the Contract between the State and Industrial Protection Products, Inc. (IPP) dated as of January 7, 2022, Contract # 43192, as amended to date (the "Contract"), and that the Contract is hereby amended as follows:

- I. Novation. The State and Industrial Protection Products, Inc. (IPP) hereby effect the novation of the Contract (the "Novation") to substitute the Contractor for Industrial Protection Products, Inc. (IPP) 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 Industrial Protection Products, Inc. (IPP) under the Contract.

Industrial Protection Products, Inc. (IPP) hereby releases the State from the State's undertakings, obligations, duties, and liabilities with respect to Industrial Protection Products, Inc. (IPP) 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 Industrial Protection Products, Inc. (IPP) with references to Saf-Gard Safety Shoe Company.
- III. Effective Date. The effective date of this Novation and amendment shall be August 28th, 2023.

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

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

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

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

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

State and Federal Terms for Products and Services. Contractor agrees that “STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) (Revision date: July 19, 2023)” which is attached as Attachment D to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

Except as modified by this Amendment No. 2, 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 46915 with an unpaid balance of \$56,743.54.

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

**INDUSTRIAL PROTECTION
PRODUCTS, INC. (IPP)**

By: _____

By: _____

Name: Jennifer M.V. Fitch

Name: _____

Title: BGS Commissioner

Title: _____

Date: _____

Date: _____

SAF-GARD SAFETY SHOE COMPANY

By: _____

Name: _____

Title: _____

Date: _____

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

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>.