

# State of Vermont

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

# CONTRACT



**Vendor ID 0000333169**  
**Swish White River, Ltd.**  
**1118 RT 14**  
**Hartford VT 05047**  
**United States**

<b>Contract ID</b> 0000000000000000000028467		Page 1 of 13
<b>Contract Dates</b> 01/14/2015 to 01/13/2019		<b>Origin</b> CPS
<b>Description:</b> CPS-BROOMS, MOPS, ETC		<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		WET MOP; LOOPED END, BLENDED 4-PLY YARN, PREMIUM QUALITY, BLUE, GOLDEN STAR	EA	0.01000	0.00	0.00
INDICATE SIZE AT TIME OF ORDER.						
SMALL - W18SM - \$2.99						
MEDIUM - W18MD - \$3.23						
LARGE - W18LG - \$4.04						
2		WET MOP: CUT END, SMALL, LAUNDERABLE, PREMIUM QUALITY. WHITE. GOLDEN STAR #W7012	EA	2.25000	0.00	0.00
3		WET MOP: CUT END, MEDIUM, LAUNDERABLE, PREMIUM QUALITY. WHITE. GOLDEN STAR #W7016	EA	2.70000	0.00	0.00
4		WET MOP: CUT END, LARGE, LAUNDERABLE, PREMIUM QUALITY, WHITE. GOLDEN STAR #W7020	EA	3.36000	0.00	0.00
5		MOP HANDLE: APPX 60" L, SPRING LOCK GRIP FOR EASY REMOVAL AND REPLACEMENT OF MOP HEAD. ALUMINUM HANDLE. GOLDEN STAR HWG1M	EA	9.25000	0.00	0.00
6		FINISH MOP, PREMIUM, BLENDED COTTON, NOT BANDED, LOOPED END. BLUE/WHITE. GOLDEN STAR	EA	0.01000	0.00	0.00
	SMALL	W20SM \$6.00				
	MEDIUM	W20MD \$5.85				
	LARGE	W20LG \$7.70				
7		FINISH MOP, STANDARD RAYON, BANDED, WHITE. GOLDEN STAR #W7316	EA	2.90000	0.00	0.00
8		MICROFIBER WET MOP PAD, ULTRAFINE, LAUNDERABLE, 18". GOLDEN STAR MFM18HDBW	EA	2.97000	0.00	0.00
9		DUST MOP, WASHABLE, UNTREATED. GOLDEN STAR	EA	0.01000	0.00	0.00
	18"	#DAJU518 \$4.20				
	24"	#DAJU524 \$5.20				
	36"	#DAJU536 \$7.30				
10		MICROFIBER DUST MOPPING PADS, WASHABLE. GOLDEN STAR	EA	0.01000	0.00	0.00
	18"	MFM16HDBD \$3.27				
	24"	MFM24HDBD \$4.10				
	36"	MFM36HDBD \$5.50				

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<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

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11		PAD HOLDER FOR MICROFIBER DUST MOPPING PADS. GOLDEN STAR	EA	0.01000	0.00	0.00
	18" MFF16	\$4.98				
	24" MFF24	\$6.40				
	36" MFF36	\$8.60				
12		HANDLE FOR MICROFIBER MOP, 60", ALUMINUM. GOLDEN STAR #MMTH60	EA	4.20000	0.00	0.00
13		MICROFIBER WIPING CLOTHS, ULTRAFINE, WASHABLE. GOLDEN STAR	EA	0.85000	0.00	0.00
		FOR BATHROOM - YELLOW # Q610 FOR GENERAL PURPOSE - GREEN # Q620 FOR GLASS - BLUE # Q630				
16		BRUSHES, FLOOR: MEDIUM SWEEP, 18", INDOOR/OUTDOOR. POLYPROPYLENE. 518	EA	7.70000	0.00	0.00
17		BRUSHES, FLOOR: MEDIUM SWEEP, 24", INDOOR/OUTDOOR. POLYPROPYLENE. 524	EA	8.80000	0.00	0.00
18		HANDLE, BRUSH/BROOM WOOD 60"L, 15/16" METAL THREADS BH61	EA	3.15000	0.00	0.00
19		BROOM, CORN, HOUSEHOLD, APROX 55" LONG, 1" HANDLE AND 15" HEAD LENGTH. BRM48B	EA	4.69000	0.00	0.00
20		ANGLE BROOM, JUMBO SMOOTH SWEEP, 55"L, POLYPROPYLENE FILL, CUT AND SHAPED FOR HARD TO REACH AREAS. BRA39S	EA	5.63000	0.00	0.00
21		COUNTER BRUSH; FINE BRISTLES #157	EA	3.05000	0.00	0.00
22		SCRUB BRUSH, POLYPROPYLENE FILL, PLASTIC BLOCK WITH HANDLE #6482	EA	1.84000	0.00	0.00
24		CELLULOSE SPONGE, APPX. 4" X 6" X 1 3/4", 6/PKG. 3M. C31	EA	1.30000	0.00	0.00
25		SCRUBBER SPONGE, CELLULOSE, W/SCRUBBER SURFACE (NYLON) ONE SIDE, APPROX. SIZE 6 X 3.5 X 1" 40/CS, AMERICO 9174	EA	0.80000	0.00	0.00
26		MOP BUCKET AND MOP WRINGER (COMBINATION) 26 TO 35 QUART CAPACITY BUCKET WITH LARGE SIDE PRESS WRINGER, GOLDEN STAR MBU2632	EA	49.20000	0.00	0.00
27		PAIL, HEAVY DUTY 3 1/2 GAL. POUR SPOUT CHEMICAL RESISTANT, IMPACT #5510	EA	6.15000	0.00	0.00

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28		SPRAY BOTTLE, 26 OZ PLASTIC, BOTTLE WITH TRIGGER SPRAY HEAD.  COMPLETE - 9126BT - \$1.37 SPRAY HEAD TOP ONLY - 9126T - \$.65 BOTTLE ONLY - 9126B - \$.72	EA	0.01000	0.00	0.00
29		WASTE CONTAINER, 55 GALLON, W/O LID, APPROX. 26" DIAMETER AND 33" HIGH, ALL PLASTIC PROFESSIONAL GRADE, REINFORCED RIMS FOR DURABILITY, BUILT-IN HANDLES, RUBBERMAID 2655	EA	65.00000	0.00	0.00
30		DOLLY FOR WASTE CONTAINER, FOR 32 GALLON OR 55 GALLON WASTE CONTAINER, IMPACT 7704	EA	25.40000	0.00	0.00
31		CADDY BAG FOR WASTE CONTAINER, 20 X 20, IMPACT 7705	EA	25.40000	0.00	0.00
32		WASTE CONTAINER; 23 GALLON, APPROX. 14" SQUARE BY 28" HIGH, DURABLE AND CRACK RESISTANT, INDOOR/OUTDOOR, RUBBERMAID. #3569	EA	50.00000	0.00	0.00
33		LID FOR 23 GAL. SQ. WASTE CONTAINER, DROP AND SWING DESIGN FOR EASY ACCESS DISPOSAL, FITS RUBBERMAID 3569 APPROX. 14" SQ. X 4" HIGH, RUBBERMAID 2689	EA	22.40000	0.00	0.00
34		RECYCLING BOX, 20 X 15.5 X 13.5 HIGH, "WE RECYCLE" SYMBOL. 12.5 GALLON CAPACITY 571473	EA	18.10000	0.00	0.00
35		WASTE BASKET, HEAVY DUTY SOFT PLASTIC, 28 QUART, RUBBERMAID 2956	EA	5.00000	0.00	0.00
36		FLOOR SIGNS: "CAUTION WET FLOOR", TWO SIDED IMPRINT, MULTI-LINGUAL, APPROX. 25" HIGH, YELLOW RUBBERMAID # 611277	EA	9.35000	0.00	0.00
37		BRUSH, TOILET BOWL, 12" HANDLE SYNTHETIC YARN WITH PLASTIC SLIDING GUARD FOR WRINGING, IMPACT 3605	EA	1.21000	0.00	0.00
38		BRUSH, TOILET BOWL, 17" HANDLE, PLASTIC FILL, RUBBERMAID # 6301	EA	2.00000	0.00	0.00
39		SANITARY NAPKIN RECEPTACLE, WITH RIGID LINER, APPROX. 12 X 5 X 11" HIGH, WHITE, TIGHT-FITTING LID. IMPACT# 1102	EA	13.30000	0.00	0.00

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40		WAXED BAGS FOR SANITARY NAPKIN RECPT. SIZE APPROX 10 X 3 X 9" HIGH, 500 BAGS PER CARTON ROCHESTER #77	CS	19.40000	0.00	0.00
41		SANITARY NAPKINS #4, 250 CS, ROCHESTER 25189973	CS	45.75000	0.00	0.00
42		JANITOR CART, NON-MARKING WHEELS & CASTERS, ZIPPERED BAG FOR TRASH, RUBBERMAID # 6173	EA	146.10000	0.00	0.00
43		WINDOW SQUEEGEE - UNGER	EA	0.01000	0.00	0.00
		12" - #NE30 - \$12.67 18" - #NE45 - \$13.78				
44		RUBBERMAID PRODUCTS NOT LISTED: 40% DISCOUNT FOR ITEMS OTHER THAN THOSE LISTED AS INDIVIDUAL LINE ITEMS. PRICE LIST 01-01-2015. MULTIPLIER 0.60 TIMES LIST PRICE.	EA	0.01000	0.00	0.00
45		IMPACT PRODUCTS NOT LISTED, 40% DISCOUNT FOR ITEMS OTHER THAN THOSE LISTED AS INDIVIDUEL LINE ITEMS. 01-01-2015 LIST PRICING. MULTIPLIER IS 0.60 TIMES LIST PRICE.	EA	0.01000	0.00	0.00
46		FLOOR PAD, STANDARD, AMERICO 5 PADS/CS	CS	0.01000	0.00	0.00
		SPECIFY COLOR/USE AT TIME OF ORDER. 13" - \$1.65 EACH #3330-13 17" - \$2.45 EACH #3330-17 18" - \$2.74 EACH #3330-18 19" - \$2.94 EACH #3330-19 20" - \$3.15 EACH #3330-20				
47		PAD, HIGH SPEED BURNISHER, AMERICO	CS	0.01000	0.00	0.00
		BEIGE FB420 - \$3.24 EACH 5 PADS/CASE CLEANING PADS FOR HARD SURFACES - NYLON, 6" X 9", \$0.30 EACH				
48		DUST PAN, HEAVY - DUTY STEEL, ONE PIECE, BEVELLED EDGES 12" X 8" X 2" #BDP12M	EA	3.85000	0.00	0.00
49		DUST PAN, HEAVY-DUTY, PLASTIC, 2600	EA	8.80000	0.00	0.00
50		STRIP & WAX TREADS, BOOTIES COVER WORK SHOES TO ANKLES, SKID RESISTANT, ABRASIVE OUTSOLES, WATERPROOF GOOD FOR STRIPPING FLOORS, BLACK, SIZES: S (6-7), M (8-9), L (10-11), XL( 12-13), 2XL (14-15) IMPACT 7313	PR	48.00000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
51		MICROFIBER FLOOR CLEANING SYSTEMS, WITH INTEGRATED SOLUTION DISPENSING SYSTEM, 22" BOTTLE, POLYPROPYLENE TOOL, 55" ALUMINUM HANDLE, 3 LAUNDERABLE PAD TYPES  FILMOP - \$78.20 - BLUE HEAVY DUTY PAD #MFM24HDBW - \$3.80 GREEN MULTI SURFACE PAD # MFM24HDBW - \$3.80 WHITE MICROFIBER DISPOSABLE PAD - MASTERCRAFT \$0.60/EA, 50/PKG.	EA	0.01000	0.00	0.00
52		CONTINENTAL PRODUCTS NOT LISTED, 40% DISCOUNT FOR ITEMS OTHER THAN THOSE LISTED AS INDIVIDUAL LINE ITEMS. LIST PRICING. MULTIPLIER IS 0.60 TIMES LIST.	EA	0.01000	0.00	0.00
53		PROLINK PRODUCTS NOT LISTED, 30% DISCOUNT FOR ITEMS OTHER THAN THOSE LISTED AS INDIVIDUAL LINE ITEMS. LIST PRICING DATED: PROLINK DATED, MULTIPLIER IS 0.70 TIMES LIST PRICE.	EA	0.01000	0.00	0.00
54		TAMPONS, ROCHESTER BRAND FOR VENDOR MACHINES VU-5, 500 PER CASE.  SMALL - #8225S MEDIUM #8225M LARGE #8225L EXTRA LARGE #8225XL	CS	67.25000	0.00	0.00
55		HANGING SAFETY SIGN: FLEXIBLE LOCKING HANGER, 2 SIDED, "CAUTION" AND FALLING SYMBOL 6110	EA	14.14000	0.00	0.00
56		EASY TRAP DUSTER, 6" X 8" SHEETS X 125' PER CASE MADE BY 3M. #55654	CS	51.24000	0.00	0.00
57		DISPENSING UNIT FOR FEMININE PRODUCTS, SANITARY NAPKINS, TAMPONS (ROCHESTER-RSVP)	EA	183.50000	0.00	0.00
58		*** DISCONTINUED *** ENVIROX H2ORANGE 117 CLEANER/SANITIZER PRODCD: 117-04B 4X1 GAL  HAS A CITRUS FRAGRANCE	CS	100.80000	0.00	0.00
59		*** DISCONTINUED *** SPRAY BOTTLE, 32 OZ., GREEN SILK SCREEN LABELED 117 PRDCD: 8-550	EA	3.00000	0.00	0.00
60		*** DISCONTINUED *** SPRAY BOTTLE, 32 OZ, RED SILK SCREEN LABELED 117, PRDCD: 8-552	EA	3.00000	0.00	0.00

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61		*** DISCONTINUED *** ENVIROX H2ORANGE 118 CLEANER/SANITIZER PRDCD: 118-04B 4X1 GAL  HAS NO FRAGRANCE	CS	100.80000	0.00	0.00
62		*** DISCONTINUED *** SPRAY BOTTLE, 32 OZ., GREEN SILK SCREEN LABELED 118 PRDCD: 8-554-118L	EA	3.00000	0.00	0.00
63		*** DISCONTINUED *** SPRAY BOTTLE, 32 OZ, RED SILK SCREEN LABELED 118, PRDCD: 8-554-118H	EA	3.00000	0.00	0.00
64		*** DISCONTINUED *** ENVIROX DISPENSER PRDCD: E2B2  VENDOR PROVIDED DISPENSERS AT NO CHARGE. VENDOR INSTALLS DISPENSERS AT NO CHARGE AND PROVIDES HANDS-ON TRAINING ON USE OF THE DISPENSER AND THE PRODUCT ITSELF.	EA	0.01000	0.00	0.00
65		*** DISCONTINUED *** ENVIRO SOLUTIONS ES99 IMPREGNATOR, 1 GAL, PRDCD: ES99-4	EA	21.54000	0.00	0.00
66		*** DISCONTINUED *** ENVIRO SOLUTIONS ES82 BARRICADE SEALER, 5-GAL PRDCD: ES82-18	EA	76.12000	0.00	0.00
67		*** DISCONTINUED *** ENVIRO SOLUTIONS ES82 BARRICADE SEALER, 1-GAL PRDCD: ES82-4	EA	15.56000	0.00	0.00
68		ENVIRO SOLUTIONS ES91 DEEP SCRUB, 1-GAL PRDCD: ES91-4	EA	10.40000	0.00	0.00
69		ENVIRO SOLUTIONS ES91 DEEP SCRUB, 1-GAL PRDCD: ES91-4	EA	143.02000	0.00	0.00
70		Rubbermaid Container for Landfill Trash / Gray 50 gal #FG395900 19.5" square x 34" high	EA	103.26000	0.00	0.00
71		Rubbermaid Container for Landfill Trash / Gray 35 gal #FG395800 19.5" square x 27.6" high	EA	143.02000	0.00	0.00
72		Rubbermaid Container for Mixed Recycling & 5 cent bottles / Blue 50 gal #FG395973 19.5" square x 34" high	EA	103.26000	0.00	0.00
73		Rubbermaid Container for Mixed Recycling & 5 cent bottles / Blue 35 gal #FG395873 19.5" square x 27.6" high	EA	270.54000	0.00	0.00
74		Rubbermaid Sink HD 12 Gal #FGQST12 Stainless Steel with Plastic Liner	EA	12.00000	0.00	0.00

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74		Rubbermaid Silent Defender #FGQST12 Replacement Plastic Liner / L12 12" sq. x 23" H 12 Gal.	EA	52.74000	0.00	0.00
75		Rubbermaid Silent Defender #FGQST7 Stainless Steel with Plastic Liner 12" sq. x 17" H 7 Gal.	EA	238.30000	0.00	0.00
76		Rubbermaid Silent Defender #FGQST7 Replacement Plastic Liner / L7 12" sq. x 17" H 7 Gal.	EA	42.48000	0.00	0.00
77		Rubbermaid Medi-Can Step Can #FGMST15 Stainless Steel with Plastic Liner 8" dia. X 11.5"h 1.5 Gal	EA	67.05000	0.00	0.00
78		Rubbermaid Medi-Can Step Can #FGMST15 Replacement Plastic Liner 8" dia. X 11.5"h 1.5 Gal	EA	30.15000	0.00	0.00
79		Rubbermaid Medi-Can Step Can #FGMST35 Stainless Steel with Plastic Liner 10" dia. X 15.75"h 3.5 Gal	EA	86.56000	0.00	0.00
80		Rubbermaid Medi-Can Step Can #FGMST35 Replacement Plastic Liner / L35 10" dia. X 15.75"h 3.5 Gal	EA	35.80000	0.00	0.00
81		Enviro Hydrogen Peroxide Multi-purpose cleaner , Case, 4x.52 gal. / ES72-1S	EA	52.55000	0.00	0.00
82		Enviro PH Neutral Hospital Grade Disinfectant, Case, 4x.52 gal / ES64US-1S	EA	47.65000	0.00	0.00
83		Clean & Green Universal Peroxide Cleaner, Case, 2x1.25 gal, 65333-CG	EA	52.55000	0.00	0.00
84		Clean & Green Universal Light Duty Spray Bottle, Each / 65333-BLUE	EA	1.30000	0.00	0.00
85		Clean & Green Universal Heavy Duty Spray Bottle, Each / 65333-RED	EA	1.30000	0.00	0.00
86		ES72 Light Duty Spray Bottle w/Trigger Sprayer, Each / ES72BTL32LDW	EA	1.95000	0.00	0.00
87		ES72 Medium Duty Spray Bottle w/Trigger Sprayer, Each / ES72BTL32MDW	EA	1.95000	0.00	0.00
88		ES72 Heavy Duty Spray Bottle w/Trigger Sprayer, Each / ES72BTL32HDW	EA	1.95000	0.00	0.00

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89		ES64 Disinfectant Spray Bottle w/Trigger Sprayer, Each / ES64BTL-32WT	EA	1.95000	0.00	0.00
90		Spray Trigger - Separate, Each / 9126T	EA	0.65000	0.00	0.00
91		BLENSAFE-II Dispenser, Each / ES-662, Wall mounted dilution system to dilute ES72 and ES64 or Clean & Green Universal concentrates.	EA	0.00100	0.00	0.00
92		Ice Rid Plus - ICE MELTER	EA	0.01000	0.00	0.00
		44LB BAG = \$9.89 40LB PAIL = 14.50				
		\Melts to -25 degrees below zero.				
93		HOST Dry Carpet Cleaner SJ (Special Jobs), 1-12LB, 412SJ	EA	68.92000	0.00	0.00

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

**PERFORMANCE MEASUREMENTS**

- DELIVERY IS REQUIRED WITHIN TWO WEEKS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER ON AN ALTERNATE DELIVERY SCHEDULE. (EXAMPLE- LONGER LEAD-TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED FROM OEM)  
 THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTOR'S DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.
- THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.
- ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTOR'S CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.



# State of Vermont

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

# CONTRACT



**Vendor ID 0000333169**  
**Swish White River, Ltd.**  
**1118 RT 14**  
**Hartford VT 05047**  
**United States**

<b>Contract ID</b> 0000000000000000000028467	<b>Page</b> 9 of 13
<b>Contract Dates</b> 01/14/2015 to 01/13/2019	<b>Origin</b> CPS
<b>Description:</b> CPS-BROOMS, MOPS, ETC	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED MARCH 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN 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.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: 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 OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

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.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

# State of Vermont

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

# CONTRACT



**Vendor ID 0000333169**  
**Swish White River, Ltd.**  
**1118 RT 14**  
**Hartford VT 05047**  
**United States**

<b>Contract ID</b> 0000000000000000000028467	<b>Page</b> 10 of 13
<b>Contract Dates</b> 01/14/2015 to 01/13/2019	<b>Origin</b> CPS
<b>Description:</b> CPS-BROOMS, MOPS, ETC	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

#### VENDOR CONTRACT INFORMATION

GARY GERVAIS  
PHONE: 802-295-3188 X-117  
FAX: 802-295-5494  
EMAIL: GARY.GERVAIS@SWISHCLEAN.COM

AMENDMENT#1 (DECEMBER 2015). THIS CHANGE ADDS LINES 69-80. PRICING, TERMS AND CONDITIONS ARE UNCHANGED.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT#2 (JANUARY 2016). THIS CHANGE ADDS LINES 81-91 AND CODES LINE ITEMS 58-64 AS DISCONTINUED. ALL OTHER PRICING, TERMS AND CONDITIONS ARE UNCHANGED.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT#3 (OCTOBER 18, 2016). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 01/13/2018, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED,

# State of Vermont

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

# CONTRACT



**Vendor ID 0000333169**  
**Swish White River, Ltd.**  
**1118 RT 14**  
**Hartford VT 05047**  
**United States**

<b>Contract ID</b> 0000000000000000000028467	<b>Page</b> 11 of 13
<b>Contract Dates</b> 01/14/2015 to 01/13/2019	<b>Origin</b> CPS
<b>Description:</b> CPS-BROOMS, MOPS, ETC	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO 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.

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.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

AMENDMENT#4 (OCTOBER 2017). THIS CHANGE ADDS ONE PRODUCT (L/I# 93) TO THE CONTRACT. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO 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.

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.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

AMENDMENT#5 (DECEMBER 2017). THIS CHANGE EXERCISES THE SECOND (LAST) OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 01/13/2019 WITH CURRENT PRICING HELD UNTIL MAY 1, 2018. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED 07/01/2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS

# State of Vermont

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

# CONTRACT



**Vendor ID 0000333169**  
**Swish White River, Ltd.**  
**1118 RT 14**  
**Hartford VT 05047**  
**United States**

<b>Contract ID</b> 0000000000000000000028467	<b>Page</b> 12 of 13
<b>Contract Dates</b> 01/14/2015 to 01/13/2019	<b>Origin</b> CPS
<b>Description:</b> CPS-BROOMS, MOPS, ETC	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

**Phone #:**

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(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.

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.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

AMENDMENT#6 (NOVEMBER 2018). THIS CHANGE DISCONTINUES LINE ITEMS 65, 66, AND 67. ALL OTHER PRICING REMAINS THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED DECEMBER 15, 2017 IS ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO 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.

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.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT:  
[HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI  
COMMODITIES PROCUREMENT ADMINISTRATOR  
PHONE: 802-828-2217  
FAX: 802-828-2222  
[brian.berini@vermont.gov](mailto:brian.berini@vermont.gov)

# State of Vermont

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

# CONTRACT



**Vendor ID 0000333169**  
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<b>Contract ID</b> 0000000000000000000028467	<b>Page</b> 13 of 13
<b>Contract Dates</b> 01/14/2015 to 01/13/2019	<b>Origin</b> CPS
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<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217
	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

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

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

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

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

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

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

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

(End of Standard Provisions)