

# State of Vermont

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

# CONTRACT



**Vendor ID 0000000445**  
**Foley Distributing Corp**  
**PO Box 99**  
**Rutland VT 05702**  
**United States**

<b>Contract ID</b> 0000000000000000000029704		<b>Page</b> 1 of 11
<b>Contract Dates</b> 08/01/2015 to 07/31/2019		<b>Origin</b> CPS
<b>Description:</b> CPS-GREEN CLEANING CHEMICALS		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 800-950-3738**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		GREEN CLEANING CHEMICALS	EA	0.01000	0.00	0.00
2		ALPHA HP CLEANER, Case pack 2-1.5LT-RTD, Mfr. Diversey #3350727	CS	39.70000	0.00	0.00
3		ALPHA HP CLEANER, Case Pack 1-5LT-RTD, Mfr. Diversey #3350743	EA	55.10000	0.00	0.00
4		BIO RENEWABLE GLASS, CASE PACK, 4-1GL, MFR. SPARTAN #383504	CS	26.55000	0.00	0.00
5		BLEACH, AUSTIN A1 COMMERCIAL, CASE PACK 6-GALLON, MFR AUSTIN #A-1	CS	10.55000	0.00	0.00
6		BOTTLE/TRIGGER 32 OZ., CASE PACK EACH, MFR IMPACT #5032WG/5707	EA	1.95000	0.00	0.00
7		BOWL SWAB W/WRINGER, CASE PACK EACH, MFR. IMPACT#3605	EA	1.40000	0.00	0.00
8		BOWL/URINAL CLEANER, CASE PACK 12 QUARTS, MFR SPARTAN #712003	CS	15.45000	0.00	0.00
9		BOWL/URINAL CLEANER, RTU, CASE PACK 12 QUARTS, MFR SPARTAN #339703	CS	24.55000	0.00	0.00
10		CLEAN BY PEROXY, CASE PACK 4-1GL, MFR SPARTAN #003504	EA	43.45000	0.00	0.00
11		CLEAN BY PEROXY, CASE PACK 1-5GL, MFR SPARTAN #003505	EA	51.40000	0.00	0.00
12		CLEAN BY PEROXY, CASE PACK 1-15GL, MFR SPARTAN #003515	EA	154.10000	0.00	0.00
13		CLEAN BY PEROXY, CASE PACK 1-30GL, MFR SPARTAN #003530	EA	300.00000	0.00	0.00
14		CLEAN BY PEROXY, CASE PACK 4-2LT, MFR SPARTAN #482002	CS	46.20000	0.00	0.00
15		CLEANERS/DEGREASERS, GREEN, CASE PACK 4-1GALLONS, MFR SPARTAN #350604	CS	27.75000	0.00	0.00
16		CLEANERS/DEGREASERS, ORANGE, CASE PACK 5 GALLON PAIL, MFR SPARTAN #221505	PL	41.95000	0.00	0.00
17		CLOROX ULTRA GERMICIDAL, CASE PACK 3-GALLON, MFR CLOROX #30966	CS	13.85000	0.00	0.00
18		COMMAND CENTER, #5 RAINDANCE, CASE SIZE: 2-1.5 GAL, MFR DIVERSEY #3323981	CS	97.55000	0.00	0.00

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19		CREW BATH CLEANER, CASE PACK 1-1.5LT-RTD, MFR. DIVERSEY #93145310	CS	37.95000	0.00	0.00
20		D2203 BORAXO POWDERED, 10 5LB, MFR DIAL #2203	CS	65.05000	0.00	0.00
21		DEB AZURE FOAM WASH/AERO, CASE PACK 6-1 LITER, MFR DEB #AZU1L	CS	30.75000	0.00	0.00
22		DEB ROSE FOAM/AERO ROSE, CASE PACK 6-1 LITER, MFR DEB #RFW1L	CS	31.50000	0.00	0.00
23		DEODORANT LIQUID AIRLIFT, CASE PACK 12 QUARTS, MFR SPARTAN #301803	CS	22.85000	0.00	0.00
24		DEODORANT, AEROSOL, CASE PACK 12 QUARTS, MFR SPARTAN #607500. ***** DISCONTINUED *****	CS	30.80000	0.00	0.00
25		DEODORANT, AEROSOL, CASE PACK 4 PER CASE, MFR RUBBERMAID #TC-401244. ***** DISCONTINUED *****	CS	56.40000	0.00	0.00
26		DEODORANT, LIQUID, AIRLIFT, CASE PACK 4-1 GALLONS, MFR SPARTAN #302204	CS	54.00000	0.00	0.00
27		DEODORANT, LIQUID, AIRLIFT, CASE PACK 12 QUARTS, MFR SPARTAN #306803	CS	19.25000	0.00	0.00
28		DILUTION CONTROL DISPENSER, CASE PACK EACH, MFR DIVERSEY #04379	EA	0.00100	0.00	0.00
29		DISHWASH, SPARCLEAN POT AND , CASE PACK 12 QUARTS, MFR SPARTAN #765603	CS	25.20000	0.00	0.00
30		DISINFECTANT, LIQUID, CONSUME, CASE PACK 4-1 GALLONS, MFR SPARTAN #329704	CS	39.00000	0.00	0.00
31		DISINFECTANT, LIQUID, HDQ, CASE PACK 4-1 GALLONS, MFR SPARTAN #120204	CS	39.35000	0.00	0.00
32		DISINFECTANT, LIQUID, OXIVIR, CASE PACK 12 QUARTS, MFR DIVERSEY #4277285	CS	36.75000	0.00	0.00
33		DISINFECTANT, LIQUID, TB-CIDE, CASE PACK 12 QUARTS, MFR SPARTAN #204003	CS	21.10000	0.00	0.00
34		DISINFECTANT, WIPES, OXIVIR Tb, CASE PACK 12-TUBS 160 CT, MFR DIVERSEY #4599516	CS	101.30000	0.00	0.00
35		E01 PEROXIDE CLEANER, CASE PACK 2-2.5GL, MFR MISCO #105786	CS	60.05000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
36		E02 NA GLASS, CASE PACK 2-2.5 GL, MFR MISCO #105825	CS	47.50000	0.00	0.00
37		E03 ORGANIC RR, CASE PACK 2-2.5GL, MFR MISCO #105868	CS	85.85000	0.00	0.00
38		E06 LOW ODOR FLOOR FINISH STRIPPER, CASE PACK 202.5GL, MFR MISCO #105947	CS	48.80000	0.00	0.00
39		E07 ALL SURFACE, CASE PACK 2-2.5LT, MFR MISCO #105982	CS	32.90000	0.00	0.00
40		E08 ZINC FREE FINISH, CASE PACK 1-5GL, MFR MISCO #106000	EA	60.70000	0.00	0.00
41		E12 SUPER DUTY, CASE 2-2.5LT, MFR MISCO #106091	CS	40.80000	0.00	0.00
42		E13 SYNTHETIC FLOOR PRO, CASE PACK 1-5GL, MFR MISCO #106110	EA	69.90000	0.00	0.00
43		E13 SYNTHETIC FLOOR PRO, CASE PACK 2-2.5GL, MFR MISCO #106119	CS	70.70000	0.00	0.00
44		E15 NEUTRAL STRIPPER, CASE PACK 2-2.5GL, MFR MISCO #106163	CS	43.55000	0.00	0.00
45		EXTRACT CLEANER, CASE PACK 4-1 GALLONS, MFR DIVERSEY #3844	CS	42.60000	0.00	0.00
46		FLOOR CLEANER, GS NEUTRAL FLR, CASE PACK 144 PACKETS, MFR STEARNS #845	CS	44.80000	0.00	0.00
47		FLOOR CLEANER, PARAMOUNT, CASE PACK 4-1 GALLONS, MFR SYNTHETIC LABS #PAT-PNC4	CS	38.45000	0.00	0.00
48		FLOOR CLEANER, RAINDANCE LOW, CASE PACK 4-1 GALLONS, MFR DIVERSEY #4389110	CS	21.70000	0.00	0.00
49		FLOOR CLEANER, STRIDE-CITRUS, CASE PACK 4-1 GALLONS, MFR DIVERSEY #903904	CS	21.70000	0.00	0.00
50		FLOOR FINISH RESTORER, CASE PACK 12 QUARTS, MFR SPARTAN #304003	CS	19.25000	0.00	0.00
51		FLOOR FINISH, AQUARIA FLOOR, CASE PACK 5 GALLON BOX, MFR DIVERSEY #5120870	BOX	84.15000	0.00	0.00
52		FLOOR FINISH, ELEMENTS ZINC, CASE PACK 2-2.5 GALLONS, MFR MISCO #106015	CS	61.55000	0.00	0.00
53		FLOOR NEUTRALIZER PACKETS, CASE PACK 2-TUBS 90 PACK, MFR STEARNS #796	CS	47.95000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
54		GLASS/SURFACE CLEANER, CASE PACK 12 QUARTS, MFR SPARTAN #323903	CS	17.15000	0.00	0.00
55		GLASS/SURFACE CLEANER, CASE PACK 4-2 LITERS, MFR SPARTAN #483502	CS	35.90000	0.00	0.00
56		GLASS/SURFACE CLEANER, FAST &, CASE PACK 12 QUARTS, MFR SPARTAN #326003	CS	17.25000	0.00	0.00
57		GOJO-GS FOAM SOAP, CASE PACK 3-1250ML, MFR GOJO #5165-03	CS	39.25000	0.00	0.00
58		GREEN SOL-CARPET CLNR, CASE PACK 4-1GL, MFR SPARTAN #350904	CS	33.20000	0.00	0.00
59		GREEN SOL-FLOOR FINISH, CASE PACK 4-1GL, MFR SPARTAN #350404	CS	49.10000	0.00	0.00
60		GREEN SOL-FLOOR FINISH, CASE PACK 1-5GL, MFR SPARTAN #350405	EA	59.85000	0.00	0.00
61		GREEN SOL - GLASS CLNR. CASE PACK 4-1GL, MFR SPARTAN #350704	CS	25.10000	0.00	0.00
62		GREEN SOL - GLASS CLNR, CASE PACK 1-5GL, MFR SPARTAN #350705	EA	30.05000	0.00	0.00
63		GREEN SOL - GLASS CLNR, CASE PACK 4-2LT, MFR SPARTAN #351202	CS	49.90000	0.00	0.00
64		GREEN SOLUTIONS CLNR, CASE PACK 4-1GL, MFR SPARTAN #350104	CS	27.55000	0.00	0.00
65		GREEN SOLUTIONS CLNR, CASE PACK 1-5GL, MFR SPARTAN #350105	EA	33.45000	0.00	0.00
66		GREEN SOLUTIONS CLNR, CASE PACK 1-15GL, MFR SPARTAN #350115	EA	100.15000	0.00	0.00
67		GREEN SOLUTIONS CLNR, PACK SIZE 1-30GL, MFR SPARTAN #350130	EA	189.95000	0.00	0.00
68		GREEN SOLUTIONS CLNR, CASE PACK 4-2LT, MFR. SPARTAN #351102	CS	32.85000	0.00	0.00
69		GRN SOL - FINISH REMOVER, CASE PACK 4-1GL, MFR SPARTAN #350504	CS	48.75000	0.00	0.00
70		GRN SOL - FINISH REMOVER, CASE PACK 1-5 GL, MFR. SPARTAN #350505	EA	59.25000	0.00	0.00
71		HAND SANITIZERS, 400 PUMP, CASE PACK 6-400 ML, MFR. DEB #IFS400ML	CS	42.70000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
72		HD PRESPRAY PLUS, CASE PACK 2-1.5LT-RTD, MFR. DIVERSEY #93515034	CS	44.50000	0.00	0.00
73		INSTANT FOAM FREE NON-ALCOHOL, CASE PACK 6-1 LTR, MFR. DEB #55857	CS	36.90000	0.00	0.00
74		J-FILL DISINFECTANT, LIQUID, CASE PACK 2-2.5 LITERS, MFR. DIVERSEY #4963331	CS	57.90000	0.00	0.00
75		J-FILL EXTRACT CLEANER, CASE PACK 2-2.5 LITERS, MFR. DIVERSEY #04972	CS	54.60000	0.00	0.00
76		J-FILL FLOOR CLEANER, CASE PACK 2-2.5 LITERS, MFR. DIVERSEY #04716	CS	130.50000	0.00	0.00
77		J-FILL GLASS/SURFACE CLEANER, CASE PACK 2-2.5 LITERS, MFR DIVERSEY #3172641	CS	51.00000	0.00	0.00
78		J-FILL MULTIPURPOSE CLEANER, CASE PACK 2-2.5 LITERS, MFR. DIVERSEY #3401512	CS	55.10000	0.00	0.00
79		J-FILL FLOOR CLEANER, CASE PACK 2-2.5 LITERS, MFR. DIVERSEY #94240626	CS	43.70000	0.00	0.00
80		J-FILL CARPET PRESPRAY, CASE PACK 2-2.5 LITERS, MFR. DIVERSEY #04274	CS	69.40000	0.00	0.00
81		LITE N FOAM SOAP-CITRUS, PACK SIZE 4-1GL, MFR. SPARTAN #330804	CS	38.30000	0.00	0.00
82		LITE N FOAM SOAP-SUNFLOWER, PACK SIZE 4-1GL, MFR. SPARTAN #330504	CS	38.30000	0.00	0.00
83		MULTIPURPOSE CLEANER NUTRAL, CASE PACK 2-TUBS 90 PACK, MFR. STEARNS #791	CS	26.25000	0.00	0.00
84		NXT PROVON MED. LOTION SOAP 4, CASE PACK 8-1000ML, MFR GOJO #2158-08	CS	71.45000	0.00	0.00
85		PINK & KLEEN SKIN CLEANS, CASE PACK 12-800ML, MFR. GOJO #9128-12	CS	27.30000	0.00	0.00
86		PRO STRIPPER SC, RTD, HI EFFICENCY, CASE PACK 1-5 LITER, MFR. DIVERSEY #5547312	CS	84.25000	0.00	0.00
87		PRO-LINE 1 LITER RESTYLE CURVE, PACK SIZE EACH, MFR. DEB #91127 - FREE	EA	0.01000	0.00	0.00
88		PRO-LINE 1 LITER SOAP, PACK SIZE EACH, MFR. DEB 98127 - FREE	EA	0.01000	0.00	0.00
89		PRO-LINE CURVE SOAP DISPENSER, CASE PACK EACH, MFR. DEB #91128 - FREE	EA	0.01000	0.00	0.00

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90		RESTROOM CLEANER SPARCREAM, CASE PACK 12 QUARTS, MFR. SPARTAN #732003	CS	20.60000	0.00	0.00
91		RESTROOM DISINFECTANT, CASE PACK 12 QUARTS, MFR. MISCO #107819	CS	28.50000	0.00	0.00
92		RESTROOM DISINFECTANT, CASE PACK 12 QUARTS, MFR. SPARTAN #711603	CS	16.20000	0.00	0.00
93		RTD CARPET PRESpray SOLUTION, CASE PACK 2-1.5 LITERS, MFR DIVERSEY #3515034	CS	44.50000	0.00	0.00
94		RTD FLOOR CLEANER, PACK SIZE 1-5 LITER, MFR. DIVERSEY #3063390	EA	44.60000	0.00	0.00
95		SKIN CARE, FOAM & LIQUID, CASE PACK 6-1 LITER, MFR. DEB #CLR1L	CS	31.50000	0.00	0.00
96		SKIN CARE, HAND SANITIZERS, CASE PACK 6-1 LITER, MFR. DEB #IFS1L	CS	66.85000	0.00	0.00
97		SPARTAN LIQ HAND SOAP 4, CASE PACK 4-1 GALLON, MFR. SPARTAN #300304	CS	25.80000	0.00	0.00
98		SPECIALTY CHEMICASE GRAFFITI, CASE PACK 12-QUARTS, MFR. SPARTAN #317103	CS	52.40000	0.00	0.00
99		SPECIALTY CHEMICALS, CASE PACK 12-QUARTS, MFR. SPARTAN #302803	CS	29.35000	0.00	0.00
100		STRIDE CITRUS, CASE PACK 1-5LT-RTD, MFR. DIVERSEY #93063390	EA	44.60000	0.00	0.00
101		TRIBASE MULTI CLEANER, CASE PACK 4-1GL, MFR SPARTAN #383004	CS	30.10000	0.00	0.00
102		TRIBASE MULTI CLEANER, CASE PACK 1-5GL, MFR. SPARTAN #383005	EA	37.05000	0.00	0.00
103		TRIBASE MULTI CLEANER, CASE PACK 1-15GL, MFR. SPARTAN #383015	EA	111.00000	0.00	0.00
104		TRIBASE MULTI CLEANER, CASE PACK 1-30GL, MFR. SPARTAN #383030	EA	221.40000	0.00	0.00
105		TRIBASE MULTI CLEANER, CASE PACK 4-2LT, MFR. SPARTAN #483002	CS	32.55000	0.00	0.00
106		TRIGGER SPRAYER ONLY 5707, CASE PACK EACH, MFR. IMPACT #TC-401244	EA	0.75000	0.00	0.00
107		ENVIROX H2ORANGE 117 CLEANER/SANITIZER PRDCD: ENV-117-04B, 4 X 1 GAL, CASE	EA	99.50000	0.00	0.00

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108		SPRAY BOTTLE, 32OZ, GREEN SILK SCREEN LABLED 117, PRDCD: ENV-8-550-117L	EA	2.50000	0.00	0.00
109		SPRAY BOTTLE, 32OZ, RED SILK SCREEN LABLED 117, PRDCD: ENV-8-552-117	EA	2.50000	0.00	0.00
110		ENVIROX H2ORANGE 118 CLEANER/SANITIZER PRDCD: ENV-118-04B-GS, 4X1 GAL CASE	EA	99.50000	0.00	0.00
111		SPRAY BOTTLE, 32OZ, GREEN SILK SCREEN LABLED 118, PRDCD: ENV-8-554-118L	EA	2.50000	0.00	0.00
112		SPRAY BOTTLE, 32OZ, RED SILK SCREEN LABLED 118, PRDCD: ENV-8-554-118H	EA	2.50000	0.00	0.00
113		ENVIROX DISPENSER E282 For 117, ENV-252-117	EA	0.00100	0.00	0.00
114		ENVIROX DISPENSER E282 For 118, ENV-252-118	EA	0.00100	0.00	0.00
115		SPARTAN FREEZER CLEANER, 4-1 GALLON CASE, SP-312804	EA	57.00000	0.00	0.00
116		130-04B, EnvirOx® Green Certified H2O2 Orange Tile & Grout Renovator, Concentrate, 4/1 Gal	CS	69.50000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

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.

# State of Vermont

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

# CONTRACT



**Vendor ID 0000000445**  
**Foley Distributing Corp**  
**PO Box 99**  
**Rutland VT 05702**  
**United States**

<b>Contract ID</b> 0000000000000000000029704		<b>Page</b> 8 of 11
<b>Contract Dates</b> 08/01/2015 to 07/31/2019		<b>Origin</b> CPS
<b>Description:</b> CPS-GREEN CLEANING CHEMICALS		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 800-950-3738**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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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

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.

### PERFORMANCE MEASUREMENTS

1. 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. CONTRACTORS DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT (SOV) AND THE CONTRACTOR.

2. 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



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# CONTRACT



**Vendor ID 0000000445**  
**Foley Distributing Corp**  
**PO Box 99**  
**Rutland VT 05702**  
**United States**

<b>Contract ID</b> 0000000000000000000029704	<b>Page</b> 9 of 11	
<b>Contract Dates</b> 08/01/2015 to 07/31/2019	<b>Origin</b> CPS	
<b>Description:</b> CPS-GREEN CLEANING CHEMICALS	<b>Contract Maximum</b> \$9,999,999.00	
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

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RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.						

3. 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 CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR.

SALES POC INFORMATION  
JOHN KING  
802-773-3738 EXT-208  
jking@foleydistributing.com

AMENDMENT#1 (JANUARY 2016). THIS CHANGE ADDS LINE ITEMS 107-114 AND CODES LINE ITEMS 24 & 25 AS DISCONTINUED. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

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 (MAY 2016). THIS CHANGE ADDS LINE ITEM 115. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

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 (FEBRUARY 2017). THIS CHANGE ADDS ONE LINE ITEM (#116) 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).

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# CONTRACT



**Vendor ID 000000445**  
**Foley Distributing Corp**  
**PO Box 99**  
**Rutland VT 05702**  
**United States**

<b>Contract ID</b> 000000000000000000029704	<b>Page</b> 10 of 11	
<b>Contract Dates</b> 08/01/2015 to 07/31/2019	<b>Origin</b> CPS	
<b>Description:</b> CPS-GREEN CLEANING CHEMICALS	<b>Contract Maximum</b> \$9,999,999.00	
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AMENDMENT#4 (JUNE 13, 2017). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 07/31/2018, AT THE SAME PRICING, TERMS, AND CONDITIONS.

AMENDMENT #5 (JULY 13, 2018) THIS CHANGE EXERCISES THE SECOND OF THE TWO ONE YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 07/31/2019 AT THE SAME PRICING TERMS AND CONDITIONS.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

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  
SENIOR PURCHASING AGENT  
PHONE: 802-828-2217  
FAX: 802-828-2222  
[brian.berini@vermont.gov](mailto:brian.berini@vermont.gov)

# State of Vermont

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# CONTRACT



**Vendor ID 0000000445**  
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<b>Contract ID</b> 0000000000000000000029704	<b>Page</b> 11 of 11	
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**Phone #: 800-950-3738**

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: \_\_\_\_\_