

CONTRACT



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

Contract ID 00000000000000000000000030884		Page 1 of 7
Contract Dates 02/11/2016 to 02/10/2019		Origin CPS
Description: CPS - FLOOR MATS (PURCHASE)		Contract Maximum \$99,999.99
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #: 800-950-3738

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		3'X4' ENTRANCE MAT	EA	43.88000	0.00	0.00
2		4'X4' ENTRANCE MAT	EA	70.82000	0.00	0.00
3		4'X5' ENTRANCE MAT	EA	88.52000	0.00	0.00
4		4'X6' ENTRANCE MAT	EA	87.75000	0.00	0.00
5		4'X7' ENTRANCE MAT	EA	123.93000	0.00	0.00
6		4'X8' ENTRANCE MAT	EA	134.99000	0.00	0.00
7		4'X9' ENTRANCE MAT	EA	159.33000	0.00	0.00
8		4'X10' ENTRANCE MAT	EA	146.26000	0.00	0.00
9		4'X11' ENTRANCE MAT	EA	194.74000	0.00	0.00
10		4'X12' ENTRANCE MAT	EA	202.48000	0.00	0.00
11		4'X13' ENTRANCE MAT	EA	230.15000	0.00	0.00
12		4'X14' ENTRANCE MAT	EA	247.85000	0.00	0.00
13		4'X15' ENTRANCE MAT	EA	265.56000	0.00	0.00
14		4'X16' ENTRANCE MAT	EA	269.99000	0.00	0.00
15		4'X17' ENTRANCE MAT	EA	300.96000	0.00	0.00
16		4'X18' ENTRANCE MAT	EA	318.67000	0.00	0.00
17		4'X19' ENTRANCE MAT	EA	336.37000	0.00	0.00
18		4'X20' ENTRANCE MAT	EA	337.48000	0.00	0.00
19		4'X21' ENTRANCE MAT	EA	371.78000	0.00	0.00

LINE ITEMS 1-19: MANUFACTURER: WATERHOG CLASSIC # 200

PERFORMANCE: ENTRANCE MATTING WILL REDUCE THE AMOUNT OF CONTAMINANTS AND PARTICLES ENTERING THE BUILDING BY PROVIDING A SCRAPING/WIPING SURFACE INSIDE THE ENTRY DOOR. HIGH PERFORMANCE MATTING FOR PURCHASE UNDER THIS CONTRACT SHALL EFFECTIVELY HELP PREVENT SOIL, ICE MELT, SNOW, OTHER PARTICLES AND WATER FROM ENTERING THE BUILDING BEYOND THE MATTED AREA. THE MATTING WILL STORE PARTICLES AND MOISTURE FOR LATER REMOVAL. MATTING WILL MINIMIZE TRACKING INTO BUILDING BY STORING PARTICLES AND WATER BELOW SHOW LEVEL WITHIN THE MAT TO PREVENT FURTHER TRANSFER TO BUILDING. MAT IS EASY TO CLEAN BY VACUUMING, EXTRACTION CLEANING, WET/DRY VACUUM OR OTHER STANDARD CLEANING METHOD. MAT PROVIDES A SAFE SURFACE PREVENTING SLIP AND FALL ACCIDENTS. MATS DO NOT SUPPORT MICROBIAL GROWTH.

CONSTRUCTION: BACKING MATERIAL IS OF RUBBER EXHIBITING POSITIVE RESILIENCE, ABRASION, WEAR AND TENSILE QUALITIES. VINYL BACKING IS NOT ACCEPTABLE. THE MAT SHALL HAVE RAISED RUBBER EDGING CONTINUOUS WITH BACKING TO HOLD WATER AND CONTAMINANT WITHIN THE MATT. THE MAT IS AVAILABLE IN FLAT AND GRIPPER BACKING TYPES. THE GRIPPER SURFACE WILL EXTEND FOR ENTIRE MAT COVERAGE AREA AND IS NON-POROUS INHIBITING MOLD/MILDEW GROWTH.

SURFACE MATERIAL: IS MADE OF DURABLE PERMANENT TWO-LEVEL CONSTRUCTION EFFECTIVELY REMOING SOIL AND MOISTURE AND TRAPPING AND HOLDING PARTICLES AND MOISTURE BELOW THE MATTING FACE SURFACE. THEY ARE RESISTANT TO CRUSHING AND EXHIBIT LONG LIFE SUCH AS MOLDED REINFORCED TEXTILE AND SHALL BE PREMIUM POLYPROPLENE OR NYLON TEXTILE FACE.

WEIGHT: APPROXIMATELY 24 OUNCES PER SQUARE YARD.

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MATS EXHIBIT QUALITIES OF QUICK DRYING, NO FADING OR BREAKDOWN AND ANTI-STATIC.

COLORS OFFERED ALL SIZES:

CAMEL, MEDIUM BROWN, LIGHT GREEN, WHITE, AQUAMARINE, GOLD, SOLID RED, YELLOW, ORANGE, PURPLE, DARK BROWN, CHARCOAL, RED/BLACK, MEDIUM BLUE, MEDIUM GRAY, BLUESTONE, EVERGREEN, BORDEAUX, AND NAVY.

20		CUSTOM SIZED ENTRANCE MAT	EA	0.01000	0.00	0.00
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MANUFACTURER: WATERHOG CLASSIC # 200

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WEIGHT: APPROXIMATELY 24 OUNCES PER SQUARE YARD.

MATS EXHIBIT QUALITIES OF QUICK DRYING, NO FADING OR BREAKDOWN AND ANTI-STATIC.

CUSTOM SIZES: \$4.82/SQUARE FOOT

COLORS OFFERED AS SPECIFIED ABOVE.

WIDTHS AVAILABLE: 3', 4' AND 6'.

ANY LENGTH UP TO 60' (EVEN FEET)

21		3'X4' INTERIOR MAT	EA	34.05000	0.00	0.00
22		4'X4' INTERIOR MAT	EA	56.30000	0.00	0.00
23		4'X5' INTERIOR MAT	EA	70.39000	0.00	0.00
24		4'X6' INTERIOR MAT	EA	68.07000	0.00	0.00
25		4'X7' INTERIOR MAT	EA	98.54000	0.00	0.00
26		4'X8' INTERIOR MAT	EA	90.79000	0.00	0.00

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Contract Status Approved	

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
40		13'X6' OUTSIDE MAT	EA	551.51000	0.00	0.00

LINE ITEMS 30-40: MANUFACTURER: BRUSH HOG # 395

100% SOLUTION-DYED COARSE NYLON FIBER SURFACE IS DESIGNED TO AGGRESSIVELY SCRAPE DAMAGING DIRT AND MOISTURE FROM THE SOLES OF SHOES. WATER DRAINS FREELY FROM THE SURFACE OF THE MAT. THEY ARE ALSO RESISTANT TO THE DAMAGING EFFECTS OF ULTRAVIOLET LIGHT. 3/8" THICK. PASSES FLAMMABILITY STANDARDS DOCFFI-70.

NOT RECOMMENDED FOR USE IN AREAS EXPOSED TO GREASE OR PETROLEUM PRODUCTS.

COLORS AVAILABLE: CHARCOAL BRUSH, GREEN BRUSH, NAVY BRUSH, BROWN BRUSH, AND BURGUNDY BRUSH.

41		CUSTOM SIZE, OUTSIDE MATS	EA	0.01000	0.00	0.00
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MANUFACTURER: BRUSH HOG # 395

100% SOLUTION-DYED COARSE NYLON FIBER SURFACE IS DESIGNED TO AGGRESSIVELY SCRAPE DAMAGING DIRT AND MOISTURE FROM THE SOLES OF SHOES. WATER DRAINS FREELY FROM THE SURFACE OF THE MAT. THEY ARE ALSO RESISTANT TO THE DAMAGING EFFECTS OF ULTRAVIOLET LIGHT. 3/8" THICK. PASSES FLAMMABILITY STANDARDS DOCFFI-70.

NOT RECOMMENDED FOR USE IN AREAS EXPOSED TO GREASE OR PETROLEUM PRODUCTS.

CUSTOM SIZES: \$7.70/SQUARE FOOT

COLORS AVAILABLE: AS SPECIFIED ABOVE.

WIDTHS AVAILABLE: 3', 4, AND 6'.

ANY LENGTH UP TO 60" (EVEN FEET)

CONTRACT TERMS AND ADDITIONAL INFORMATION

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

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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

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.

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.

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.

SALES POC INFORMATION
DOUG KENSURUE
802-773-3738
dkensrue@foleydistributing.com

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL TWELVE MONTH PERIODS.

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AMENDMENT#1 (JANUARY 2017). THIS CHANGE EXERCISES THE FIRST OF THE THREE (3) ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 02/10/2018, WITH A FIVE (5) PERCENT INCREASE IN PRICE FOR ALL LINE ITEMS. ALL OTHER 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#2 (JANUARY 2018). THIS CHANGE EXERCISES THE SECOND OF THE THREE ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 02/10/2019, AT THE SAME PRICING, TERMS, AND CONDITIONS.

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.

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[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

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PHONE: 802-828-2217						
FAX: 802-828-2222						
brian.berini@vermont.gov						

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: _____