

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000306966
Williston Workwear
40 Simon's Plaza
Box 4
Williston VT 05495
United States

Contract ID 0000000000000000000000031753		Page 1 of 4
Contract Dates 06/26/2016 to 06/25/2018		Origin CPS
Description: CPS-HIGH VISIBILITY CLOTHING		Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		TSHIRT	EA	11.95000	0.00	0.00
		ANSI, CLASS 3 COMPLIANT, HIGH VISIBILITY, MADE WITH LIGHTWEIGHT 4.1 OZ. BIRDSEYE KNIT POLYESTER OR JERSEY STYLE, PERFORMANCE FABRIC WICKS AWAY MOISTURE AND MINIMIZED ODOR. TO HAVE 3M (TM) SCOTCHLITE (TM) REFLECTIVE MATERIAL 8906 SILVER FABRIC TRIM. SCREEN PRINT LOGO. VISUAL ENHANCED APPAREL, MFR. MAJESTIC 7900Y. INDICATE SIZE AT TIME OF ORDER. SIZES SMALL - 7XL				
2		TSHIRT	EA	12.50000	0.00	0.00
		ANSI, CLASS 3 COMPLIANT, HIGH VISIBILITY, TALL, 3" LONGER THAN STANDARD MADE WITH LIGHTWEIGHT 4.1 OZ. BIRDSEYE KNIT POLYESTER OR JERSEY STYLE, PERFORMANCE FABRIC WICKS AWAY MOISTURE AND MINIMIZED ODOR. TO HAVE 3M (TM) SCOTCHLITE (TM) REFLECTIVE MATERIAL 8906 SILVER FABRIC TRIM. SCREEN PRINT LOGO. VISUAL ENHANCED APPAREL. MFR. MAJESTIC #79012Y, INDICATE SIZE AT TIME OF ORDER. SIZES: SMALL - 7XL				
3		VENT, SAFETY	EA	9.75000	0.00	0.00
		ANSI/ISEA 107-2010, SCREEN PRINT LOGO. MFR.. MAJESTIC 79013Y. INDICATE SIZE AT TIME OF ORDER. SIZES: SMALL - 7XL				
4		RAIN COAT AND PANT COMBO	EA	28.00000	0.00	0.00
		ANSI CLASS 3 COMPLIANT, HIGH VISIBILITY, MADE OF POLYURETHANE COATED WOVEN POLYESTER, WATERPROOF HOOD WITH DRAWSTRINGS, PASS THRU POCKETS, SNAPS AT BOTTOM FOR ADJUSTMENT. 3M (TM) SCOTCHLITE (TM) REFLECTIVE MATERIAL 8906 SILVER FABRIC TRIM. SCREEN PRINT LOGO. MFR. MAJESTIC, COAT:709017Y, PANTS79018Y. PRICE IS FOR SET (PANTS AND COAT). INDICATE SIZE AT TIME OF ORDER. SIZES: SMALL - 7XL				
5		SWEATSHIRT	EA	27.50000	0.00	0.00
		ANSI CLASS 3 COMPLIANT, LIME YELLOW HIGH VISIBILITY, MADE OF 100% SPUN POLYESTER MICROFIBER FLEECE. HOOD. YKK ZIPPER, TWO POUCH POCKETS, 3M (TM) SCOTCHLITE (TM) REFLECTIVE MATERIAL 8906 SILVER FABRIC TRIM. SCREEN PRINT LOGO. MFR. MAJESTIC #79014Y, INDICATE SIZE AT TIME OF ORDER. SIZES: SMALL - 7XL				
6		SWEATSHIRT	EA	0.01000	0.00	0.00
		ANSI CLASS 3 COMPLIANT, TWO-TONED HIGH VISIBILITY, FLUORESCENT LIME AND BLACK. MADE OF 100% SPUN POLYESTER MICROFIBER FLEECE. HOOD. YKK ZIPPER, TWO POUCH POCKETS, 3M (TM) SCOTCHLITE (TM) REFLECTIVE MATERIAL 8906 SILVER FABRIC TRIM. SCREEN PRINT LOGO. MFR. MAJESTIC #79015Y INDICATE SIZE AT TIME OF ORDER. SIZES: SMALL - 7XL				
7		BEANIE	EA	8.50000	0.00	0.00
		LIME YELLOW WITH REFLECTIVE THREAD, KNIT POLYESTER, REFLECTIVE THREAD STRIPS KNITTED INTO BEANIE, EMBROIDERED LOGO, ONE SIZE FITS MOST. MFR OCCUMIX #LUX-KCR				
8		CAP	EA	8.50000	0.00	0.00
		LIME YELLOW WITH REFLECTIVE THREAD, KNIT POLYESTER, REFLECTIVE THREAD KNITTED INTO CAP. ONE SIZE FIT MOST. EMBROIDERED LOGO. MFR. SANMAR #CS801				
9		COAT	EA	44.75000	0.00	0.00
		WINTER, ANSI 3 COMPLIANT, BOMBER STYLE, WATERPROOF AND BREATHABLE, 330G FLEECE LINED AND SHELL OF 300 DENIER WOVEN POLYESTER, TWO-TONE, ZIP CLOSURE WITH SNAP STORM FLAP, SLIP THROUGH COLLAR, TWO FRONT SNAP CLOSURE POCKETS, INTERNAL ZIPPERED CELL PHONE POCKET, MIC TAB, DETACHABLE INSULATED HOOD WITH DRAWSTRINGS, ELASTIC WAIST, HOOK AND LOOP ADJUSTABLE CUFFS., 3M (TM) SCOTCHLITE (TM) REFLECTIVE MATERIAL 8906 SILVER FABRIC TRIM, SCREEN PRINT LOGO. MFR. MAJESTIC #79016Y. INDICATE SIZE AT TIME OF ORDER. SIZES: SMALL - 7XL.				

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10		ARM/ANKLE BAND	EA	3.95000	0.00	0.00
		NON-ANSI RATED REFLECTIVE 2" WIDE ELASTIC ARM/ANKLE BAND, HOOK & LOOP ADJUSTABLE, 5/8" WIDE REFLECTIVE STRIP, HIGH VISIBILITY GREEN-YELLOW, MFR MAJESTIC #75-2391				
11		LEG GAITER	EA	4.95000	0.00	0.00
		CLASS E ANSI COMPLIANT, 100% ULTRA-COOL POLYESTER MESH, ELASTIC AT TOP AND BOTTOM AND THREE ADJUSTABLE HOOK AND LOOP SIDE STRAPS, GAITER OPENS UP COMPLETELY. 2" SILVER REFLECTIVE TAPE, STRIPS (ONE AT TOP AND ONE AT BOTTOM OF GAITER), MACHINE WASHABLE, ONE SIZE FITS MOST. LIME YELLOW. MFR. MAJESTIC #79019Y				
12		MESH GAITER	EA	4.95000	0.00	0.00
		CLASS E ANSI COMPLIANT, 100% ULTRA-COOL POLYESTER MESH, ELASTIC AT TOP AND BOTTOM, 2" SILVER REFLECTIVE TAPE, STRIPS (ONE AT TOP AND ONE AT BOTTOM OF GAITER), MACHINE WASHABLE, ONE SIZE FITS MOST. HIGH VISIBILITY LIME YELLOW				

CONTRACT TERMS AND ADDITIONAL INFORMATION

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 TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

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 PRICING IS TO INCLUDE F.O.B. DELIVERY, SET UP COST, SCREEN PRINT AND/OR EMBROIDERY AND ANY OTHER ASSOCIATED COST TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

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

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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.

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

AVAILABILITY: DELIVERY OF ORDERS WILL BE EXPECTED 7-14 DAYS FROM DATE OF ORDERS.

PERFORMANCE MEASUREMENTS:

THE FOLLOWING PRODUCTS ARE REQUIRED WITHIN TWO WEEKS OF ACCEPTABLE OF A PURCHASE ORDER, UNLESS CONTRACT ADVISED THE CUSTOMER OF AN ALTERNATE SCHEDULE. THE ACCEPTABLE QUALITY LEVEL OR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. THE STATE WILL REDUCE THE VENDOR INVOICE 10% IF TIMELINE FOR DELIVERIES ARE NOT MET, UNLESS PRIOR APPROVAL FOR A JUSTIFIABLE DELIVERY HAS BEEN APPROVED BY THE PERSON PLACING THE ORDER.

THE CONTRACTOR MUST COMPLETE REPORTING REQUIREMENTS OUTLINED IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

LOGO: EACH ITEM WILL BE SCREEN PRINTED WITH THE LOGO OF THE RESPECTIVE DIVISION. THE LOGO WILL BE SCREENED PRINTED ON THE LEFT CHEST OF THE SHIRTS. WINTER CAP AND BASEBALL STYLE CAPS EMBROIDERED LOGO ARE DONE IN BLACK THREAD AND COLOR OF THE FABRIC SHOWS THROUGH INSIDE OF OVAL. THE WORD "VTrans" WILL BE EMBROIDERED IN GREEN (EXACT COLOR WILL BE DETERMINED BEFORE PRODUCTION. WE DO NOT HAVE A STITCH COUNT FOR THESE LOGOS. LOGO SIZE AND PHOTOCOPY OF LOGO WILL BE SUBMITTED BY PERSON PLACING THE ORDER. THE INITIAL ORDER WILL NOT BE PLACED UNTIL

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A REQUIRED PREPRODUCTION PROOF OF SCREEN PRINT AND EMBROIDERED MUST BE APPROVED BY THE AGENCY OF TRANSPORTATION, BEFORE THE FIRST ORDER CAN BE PLACED.

CONTRACTOR CONTACT INFORMATION:

MATTHEW COHEN
TELEPHONE: 802-871-5749
FAX: 802-871-5760
EMAIL: willistonworkwear@gmail.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

DEB LaROSE, PURCHASING AGENT,
TELEPHONE 802-828-4635,
FAX 802-828-2222
E-MAIL: deborah.larose@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: _____