

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and SP Design & Mfr. Inc dba Screenprint Plus, with a principal place of business in Cape Coral, FL (the "Contractor") that the contract between them originally dated as of November 2, 2021, Contract # 42847, as amended to date, (the "Contract") is hereby amended as follows:

I. **Attachment A, Scope of Services**. The scope of services is amended as follows:

Section 1 of Attachment A is amended by the addition of the following requirements.

- v. Men's T-Shirt, Short sleeve, Adult, 6 oz., 90-100% preshrunk cotton, machine washable, double needle stitching throughout, seamless color taped shoulder to shoulder, Gildan #2000. Small – 2XL: \$5.43/each, 3XL: \$7.85/each 4XL: \$9.35/each, 5XL: \$9.35/each.
- w. Women's T-Shirt, Short Sleeve, Adult, 6 oz., 90-100% preshrunk cotton, machine washable, double needle stitching throughout, ribbed neck, feminine fit, Gildan #2000L. Small – 2XL: \$6.75/each, 3XL: \$8.38/each.
- x. Women's Polo, 6.5 oz., Short Sleeve, pique polo, 50% preshrunk cotton, 50% polyester, machine washable, dry blend ® fabric wicks moisture away from the body, contoured welt color, heat transfer label, double needle bottom hem, two bottom reversed placket, side seamed with a tapered feminine fit, welt cuffs, Harrington #M200W. Small – 2XL: \$12.17/each.
- y. Men's Button-down shirt, Long Sleeve, 4.7 oz., 55% cotton, 45% polyester finish, peached finish, button down collar, dyed to match buttons, machine washable, left chest pocket, Ultra Club #8975. Small – 2XL: \$18.92/each, 3XL: \$22.03/each, 4XL: \$23.07/each, 5XL: \$24.11/each.
- z. Women's Button-down shirt, Long Sleeve, 4.7 oz., 55% cotton, 45% polyester twill, peached finish, spread collar, dyed to match buttons, machine washable, Ultra Club #8976. Small – 2XL: \$18.92/each, 3XL: \$22.03/each.
- aa. Men's Fleece Vest, 8 oz, 100% spun soft polyester fleece with non-pill finish on surface, machine washable, mid weight fleece, highly breathable, dyed to match zipper and zipper pull, lower pocket with zipper closure, bottom hem with draw cord and toggles, back yoke, binding on arm openings, front full-zip closure, inside zipper clean-finished with taping, Harrington #M985. Small – 2XL: \$14.77/each, 3XL: \$17.88/each, 4XL: \$18.92/each.
- bb. Women's Fleece Vest, 8 oz. 270 gsm, 96% Polyester, 4% Spandex bond with 100% polyester-pill fleece with water-repellent finish, zipper closure, machine washable, inside storm placket with fleece chin guard, center front reverse coil zipper with auto lock and reflective toggle, audio port access through inside left pocket, lower pockets with zipper closures and reflective toggles. Core365 #78191. Small – 2XL: \$18.92/each, 3XL: \$22.03/each.

- cc. Men's Light weight, Long Sleeve, machine washable, 100% 240T polyester pongee, 2.3 oz. 78 gsm, Water resistant finish, chin guard, Zipper closure, Center front reverse coil auto-lock zipper with reflective toggle, lower front concealed pockets with reflective toggles, Audio port access through inside lower left pocket, elasticized cuffs, reflective piping at shoulder yoke and center back yoke, Core365 #88183. Small – 2XL: \$17.36/each, 3XL: \$20.48/each, 4XL: \$21.52/each, 5XL: \$22.05/each.
 - dd. Women's Light weight, Long Sleeve, machine washable, 100% polyester, machine washable, shell: 3.39 oz. 115 gsm, 100% polyester taslan with water-resistant finish, lining: 100% polyester fleece in body, 100 polyester taffeta in sleeve and hood, 60 gsm thermal polyfill insulation in sleeves, storm flap with hidden snaps with partial inside clacket and chin guard, center front coil zipper with interlock slider and reflective rubble toggle, thermal retention shock cord at hood and hem. Core365 #78224. Small – 2XL: \$30.34/each, 3XL: \$33.45/each.
2. Section 2 of Attachment A is amended by the addition of the following requirement.
- g. VT Dept. Of FP&R, Rutland Office, 271 N. Main Street, Suite 215, Rutland VT 05701.

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

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

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

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

Contract #42847
Amendment #01

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

SP DESIGNS & MFR INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and SP Designs & Mfr Inc. dba Screenprint Plus, with a principal place of business in Cape Coral, FL, (hereinafter called "Contractor"). Contractor's form of business organization is Incorporated. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of Staff Clothing. Detailed requirements to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$40,000.00.

4. **Contract Term.** The period of contractor's performance shall begin on November 2, 2021 and end on November 1, 2023 with the option to renew up to two additional one year terms.

5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 8 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) Standard Contract

(2) Attachment C (Standard Contract Provisions for Contracts and Grants)

- (3) Attachment A
- (4) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Apparel items are to be embroidered with logo for Agency or Department. To include full five-color option as well as one color option in both green and white. Stitch count approximately 10,000-12,000. Product pricing includes set up of artwork. The Agency or Department must approve embroidered logo before first order is placed.
 - a. Men's T-Shirt, Short Sleeve, Adult, 3.8 oz, 100% polyester interlock with PosiCharge® technology, machine washable Lightweight, moisture-wicking, removable tag, set-in sleeves, Sport-Tek #ST350. Small – 2XL \$7.34/each, 3XL \$9.34/each, 4XL \$10.34/each
 - b. Women's T-shirt, Short Sleeve, Adult, 3.8 oz., 100% Polyester, 100% cationic polyester interlock with PosiCharge® technology, machine washable, gently contoured silhouette, removable tag, slight scoop neck, set-in sleeves, Sport-Tek #LST350. Small – 2XL \$7.34/each, 3XL \$9.34/each, 4XL \$10.34/each
 - c. Men's T-Shirt, Long Sleeve, Adult, 3.8 oz, 100% polyester interlock with PosiCharge® technology, machine washable, lightweight, moisture-wicking, removable tag, set-in sleeves, Sport-Tek #ST350LS. Small – 2XL \$8.34/each, 3XL \$10.34/each, 4XL \$11.34/each
 - d. Women's T-shirt, Long Sleeve, Adult, 3.8 oz., 100% Polyester, 100% cationic polyester interlock with PosiCharge® technology, machine washable, gently contoured silhouette, removable tag, slight scoop neck, set-in sleeves, Sport-Tek #LST353LS. Small – 2XL \$8.34/each, 3XL \$10.34/each, 4XL \$11.34/each.
 - e. Men's Polo, 6 oz., Short Sleeve, Jersey polo, 100% preshrunk cotton jersey, machine washable, double needle stitching throughout, welt knit collar and three button placket with wood tone buttons, hemmed bottom, Gildan #G280. Small – 2XL \$7.65/each.
 - f. Men's Polo, 3.8 oz., Short Sleeve, 100% polyester jersey, machine washable, tag-free label, self-fabric color, taped neck, Sport-Tek #ST660. Small – 2XL \$11.34/each.
 - g. Women's Polo, 3.8 oz., Short Sleeve, 100% polyester jersey, machine washable, gentle contoured silhouette, tag-free label, self-fabric collar, taped neck, Sport-Tek #LST660. Small – 2XL \$11.34/each.
 - h. Unisex, Long Sleeve, Hooded sweatshirt, pullover, 8 oz., 50% cotton, 50% polyester, machine washable, Classic fit, pill resistant air jet yarn, double needle stitching throughout, double-lined hood, pouch pocket, matching draw cord, 1x1 ribbed cuffs and waistband with spandex, Gildan G185. Small – 2XL \$12.04/each, 3XL-5XL \$15.65/each.
 - i. Unisex, Long Sleeve, Hooded Zip Sweatshirt Jacket, heavy duty, 8 oz., 50% cotton, 50% Polyester, machine washable, YKK metal zipper Closure, pill-resistant air jet yarn, unlined hood, set-in sleeves, pouch pockets, hood with matching drawstring, 1x1 ribbed cuffs and waistband with spandex, double -needle stitching throughout, Gildan #G186. Small – 2XL \$14.85/each, 3XL \$17.96/each.

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- j. Unisex, Long Sleeve, Crewneck Sweatshirt, 9.3 oz., 50% Cotton, 50% polyester, Machine washable, pill resistant air jet yarn, dry blend performance, heat transfer label, double-needle stitching at waistband and cuffs, 1x1 ribband with spandex, Gildan #1200. Small – 2XL \$10.27/each, 3XL \$14.40/each.
- k. Quarter Zip Pullover Sweatshirt, 9 oz., 50/50 cotton/polyester, Made with up to 5% recycled polyester from plastic bottles, Fleece lined cadet collar, Quarter-zip covered zipper, Forward shoulders, Side slash pouch pocket to allow for full front print, Champion #S400. Small – 2XL \$21.53/each, 3XL \$24.05/each.
- l. Men's Fleece Jacket, Long Sleeve, 8 oz., 100% spun soft polyester fleece, machine washable, dyed to match zippers and zippers pull, front yoke, non-roll elastic cuffs, bottom hem with inside casting, lower pocket with zipper closures and toggles, bottom hem with drawcord and toggles, Harrington M990. Small – 2XL \$16.84/each, 3XL \$19.96/each, 4XL \$21.00/each.
- m. Women's Fleece Jacket, Long Sleeve, 8 oz., 100% spun soft polyester fleece, machine washable, dyed to match zippers and zippers pulls, front yoke, non-roll elastic cuffs, bottom hem with inside casting, lower pockets with zipper closures and toggles, bottom hem with drawcord and toggle, Harrington M990W. Small – 2XL \$16.84/each, 3XL \$19.96/each.
- n. Men's Jacket, Waterproof, Long Sleeve, machine washable, 5000MM fabric waterproof rating, 1000G/M2 fabric breathability rating, 100% polyester, contrasting waterproof zippers, adjustable self-fabric tab cuffs with hook and loop closures, 100% polyester mesh-lined body and hood, removable hood, front zippered pockets, Port Authority #J333. Small – 2XL \$30.34/each, 3XL \$33.34/each, 4XL \$34.34/each.
- o. Women's Jacket, Waterproof, Long Sleeve, machine washable, 5000MM fabric waterproof rating, 1000G/M2 fabric breathability rating, gently contoured silhouette, 100% polyester, contrasting waterproof zippers, adjustable self-fabric tab cuffs with hook and loop closures, 100% polyester mesh-lined body and hood, removable hood, front zippered pockets, Port Authority #L333. Small – 2XL \$30.34/each, 3XL \$33.34/each, 4XL \$34.34/each.
- p. Unisex, Knit Beanie, 100% Acrylic, One size fit most, Port Authority #CP90. \$5.14/each.
- q. Unisex, Fleece Beanie, 95% polyester, 5% spandex R-Tek stretch fleece, anti-pill, 2.5-inch double needle area for embroidery. One size fit most. Port Authority #C900. \$5.34/each.
- r. Unisex, Trucker cap, 65% Cotton, 35% Polyester, hook and loop closure, mesh quick-drying fabric: Canvas with 100% mesh back, breathable, widened sweat band: cotton sweat band inside, eliminates odor, high adhesion Velcro closure; free adjust the size of the head circumference. One size fit most, New Era NE205. \$9.14/each.
- s. Unisex, Structured Stretch Cotton Cap, One size fit most, New Era NE1000. \$8.84/each.

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- t. Unisex, Neck Gaiter, 80% polyester fiber, 10% ice silk and 10% spandex super, chemical-free fabric, Cooling, UPF+50 protection from sun's rays, breathable, and water-absorbent, elastic and quick drying, lightweight, durable, suitable for harsh environments and hot summers, One Size fit most, Machine washable, Gildan #G100. \$5.91/each.
 - u. "Park of the Year Jackets" (Special Ordering for the Division of State Parks). Product style should rotate annually to a different, but comparable, item. Example product for "Park of the Year Jacket" - Glacier Soft Shell Jacket 96/4 poly/spandex stretch woven shell, 100% polyester microfleece lining, 1000MM fabric waterproof rating, 100G/2M fabric breathability rating, two-way zipper, zippered chest pocket, front zippered pockets, spandex-trimmed cuffs, open he Embroidery should include the standard logo for the Department of Forests, Parks & Recreations on the left breast; the name of the park embroidered beneath the logo on the left breast; and the name of the park and year embroidered on the right jacket sleeve. Embroidery including Department Logo, should be in one thread color, in Cream or White. Photos provided of how embroidered artwork should appear. Port Authority J790. Small – 2XL \$33.34/each, 3XL \$36.64/each.
2. **ORDERS:** Will be submitted and shipped to district offices,
- a. Central office (Montpelier), VT Dept. of Forests, Parks & Recreation (FP&R), 1 National Life Drive, Davis 2, Montpelier, VT 05620-3801.
 - b. District 1: VT Dept. of FP&R, Springfield Office, 100 Mineral Street, Suite 304, Springfield, VT 05156-3168
 - c. District 2: VT Dept. of FP&R, Gifford Woods Maintenance Shop, 515 Route 100, Killington, VT 05751
 - d. District 3: VT Dept. of FP&R, Essex Office, 111 West Street, Essex Junction, VT 05452-4695
 - e. District 4: VT Dept. of FP&R, Barre Office, 5 Perry Street, Suite 20, Barre, VT 05641-4265
 - f. District 5: VT Dept. of FP&R, St. Johnsbury Office, 374 Emerson Falls Road, Suite 4, St. Johnsbury, VT 05819
3. **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.

4. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
 - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to "Purchasing Entities," below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
5. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
6. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
7. **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.

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. **For the Contractor:**

Name: Sonya Reichenbach
Phone: 239-424-8060
Email: sonyar@spdesignsmfg.com

f. **For the State:**

Name: State of Vermont, Deb LaRose, State Purchasing Agent
Address: 109 State Street, Montpelier, VT 05633-3001
Phone: 802/828- 4635
Fax: 802/828-2222
Email: Deborah.larose@vermont.gov

9. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards. (The language needs to be revised to instead establish Contractor obligation re: discounts.)
4. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoice(s) to the agency or department submitting the order.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

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

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.