STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings & General Services (hereinafter called “State”), and Acme Supply Co., Ltd., with a principal place of business in Glen Cove, NY, (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 Inmate Pants, Shirts & Chore Jackets. 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 1, 2021 and end on October 31, 2023 with the option to renew up to two additional one year period.

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 6 pages including the following attachments which are incorporated herein:

   - Attachment A - Statement of Work
   - Attachment B - Payment Provisions
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: __________________________
Date: __________________________
Signature: __________________________
Name: Jennifer Fitch
Title: Commissioner - Buildings and General Services

By the Contractor: __________________________
Date: __________________________
Signature: __________________________
Name: __________________________
Title: __________________________
ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. **Pants, Inmate Uniform, Permanent press, poly/cotton blend fabric, over-look seam construction, no pockets, hemmed bottoms pull on style with elastic waistband, tri-stitch, reinforced crouch, and all strain points are bar-tacked. All seams are cleanly finished and have no raw edges. Sizes: Small – 6XL. Colors: Red, Green, Khaki, Orange, White, Brown, Navy. Acme Supply #78900 – $5.50 each.**

2. **Shirts, Inmate Uniform, Permanent, poly/cotton blend fabric, slip on binding V-neck, short sleeve, one left breast pocket double needle stitched or bar tacked, no buttons, hemmed sleeves and bottom, tri-stitch, all strain points are bar-tacked and reinforced, all seams are cleaning finished and have no raw edges. Sizes: Small – 6XL. Color: Red, Green Khaki, Orange, White, Brown, Navy. Acme Supply #78800 - $6.00/each.**

3. **Chore Jacket, Inmate Uniform, Heavy weight, 65/35 poly/cotton twill shell, shrink, resistant blanket lining, button front closure, four large front pockets and banded corduroy collar, machine washable, Color: Orange or Navy Size: Small – 6XL, Acme Supply #68800 - $15.00/each.**

4. **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.**

5. **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:

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Report Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 to March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>April 1 to June 30</td>
<td>July 31</td>
</tr>
<tr>
<td>July 1 to September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>October 1 to December 31</td>
<td>January 31</td>
</tr>
</tbody>
</table>

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.

6. **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.

7. **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.

8. **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.

9. **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: Zaheer Sheik  
      Phone: 800-567-8025  
      Email: bn@acmesupply.us

   f. **For the State:**

      Name: State of Vermont, Deb LaRose  
      Address: 133 State Street, Montpelier, VT 05633-8000  
      Phone: 802/828-4635  
      Fax: 802/828-2222  
      Email: Deborah.larose@vermont.gov
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.

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. Prices quoted for printing are to include printing, binding, wrapping, and packaging.

5. Contractor shall submit invoice(s) to the ordering facility.

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” (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.