# CONTRACT

## State of Vermont

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

| Contract ID | | Page |
|---|---|---|
| 00000000000000000000036507 | | 1 of 4 |
| **Contract Dates** | | **Origin** |
| 06/15/2018 to 06/15/2021 | | **CPS** |
| **Description:** | | **Contract Maximum** |
| CPS - FPR RESALE SHIRTS | | $40,000.00 |
| **Buyer Name** | **Buyer Phone** | **Contract Status** |
| Deborah L LaRose | 828-4635 | Approved |

**Supplier 0000342932**
**Express Press**
**1860 East St. Louis Street**
**Springfield MO 65802**
**United States**

**Phone #:**

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|---|---|---|---|---|---|---|
| 1 | | ADULT T-SHIRT, | EA | 0.01000 | 0.00 | 0.00 |

UNISEX, SIZE S-XL PER UNIT PRICE WITH ONE COLOR TONAL PLASTISOL SCREEN PRINT
4.5 OZ/YD 100% RINGSPUN COTTON, ANVIL #980. $.75 PER ADDITIONAL COLOR/LOCATION

SMALL - XL $3.69/EA.
2XL - $5.69/EA.
3XL- $6.69/EA.

| | | | | | | |
|---|---|---|---|---|---|---|
| 2 | | ADULT T-SHIRT, | EA | 0.01000 | 0.00 | 0.00 |

UNISEX, SIZE S-XL PER UNIT PRICE WITH ONE COLOR TONAL PLASTISOL SCREEN PRINT
4.7 OZ/YD 50/25/25 POLYESTER/COMBED RINGSPUN COTTON/RAYON, ANVIL #6750. $.75 PER ADDITIONAL COLOR/LOCATION

SMALL - XL $6.64/EA.
2XL - $8.64/EA.
3XL- $9.64/EA.

| | | | | | | |
|---|---|---|---|---|---|---|
| 3 | | ADULT T-SHIRT | EA | 0.01000 | 0.00 | 0.00 |

UNISEX, SIZE S-XL PER UNIT PRICE WITH ONE COLOR TONAL PLASTISOL SCREEN PRINT
100% AIRLUME COMBED AND RING-SPUN COTTON, 32 SINGLE 4.2 OZ. (ASH 99% AIRLUME COMBED AND RING-SPUN COTTON, 1% POLY) HEATHER CVC/BLEND COLORS: 52% AIRLUME COMBED AND RING-SPUN COTTON, 48% POLY (ATH.HEATHER - 90% AIRLUMBED COMBED AND RING-SPUN COTTON, 10% POLY) BELLA & CANVAS #3001. $.75 PER ADDITIONAL COLOR/LOCATION

SMALL - XL $4.29/EA.
2XL - $6.29/EA.
3XL- $7.29/EA.

| | | | | | | |
|---|---|---|---|---|---|---|
| 4 | | ADULT T-SHIRT | EA | 0.01000 | 0.00 | 0.00 |

UNISEX, SIZE S-XL PER UNIT PRICE WITH ONE COLOR TONAL PLASTISOL SCREEN PRINT
32 SINGLE 4.3 OZ.,/YARD 60% COMBED RING-SPUN COTTON 40% POLYESTER, NEXT LEVEL #6210. $.75 PER ADDITIONAL COLOR/LOCATION

SMALL - XL $4.55/EA.
2XL - $6.55/EA.
3XL- $7.55/EA.

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| **Description:**<br>CPS - FPR RESALE SHIRTS | | **Contract Maximum**<br>$40,000.00 |
| **Buyer Name**<br>Deborah L LaRose | **Buyer Phone**<br>828-4635 | **Contract Status**<br>Approved |

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**1860 East St. Louis Street**
**Springfield MO 65802**
**United States**

**Phone #:**

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|---|---|---|---|---|---|---|
| 5 | | YOUTH T-SHIRT | EA | 0.01000 | 0.00 | 0.00 |

1/3 LENGTH SLEEVE, SIZE S-XL,PRICE WITH ONE COLOR TONAL PLASTISOL SCREEN PRINT
4.3 OZ.,/YARD 60% COMBED RING-SPUN COTTON 40% POLYESTER, NEXT LEVEL #6210.
$.75 PER ADDITIONAL COLOR/LOCATION

SMALL - XLARGE $4.97/EA.
2XL $6.97/EA.
3XL $7.97/EA.

| | | | | | | |
|---|---|---|---|---|---|---|
| 6 | | YOUTH CREWNECK T-SHIRT | EA | 0.01000 | 0.00 | 0.00 |

SIZE: S-XL, ONE COLOR TONAL PLASTISOL SCREEN PRINT
4.5 OZ/YD 100% RINGSPUN COTTON, ANVIL #990B. $.75 PER ADDITIONAL COLOR/LOCATION

SMALL - XL $3.74/EA.
2XL - $5.74/EA.
3XL- $6.74/EA.

| | | | | | | |
|---|---|---|---|---|---|---|
| 7 | | YOUTH CREWNECK T-SHIRT | EA | 0.01000 | 0.00 | 0.00 |

SIZE: S-XL, ONE COLOR TONAL PLASTISOL SCREEN PRINT
4.2 OZ./YD SOLID COLORS: 100% AIRLUME COMBED AND RING-SPUN COTTON, HEATHER CVC/BLEND COLORS: 52% AIRLUME COMBED AND RING-SPUN COTTON, 48% POLY (ATH. HEATHER 90% AIRLUME COMBED AND RING-SPUN COTTON, 10% POLY) BELLA & CANVAS #3001Y. $.75 PER ADDITIONAL COLOR/LOCATION

SMALL - XL $4.65/EA.
2XL - $6.65/EA.
3XL- $7.65/EA.

1. Parties. This is a contract for services between the State of Vermont, Buildings & General Services (hereinafter called "State"), and Express Press, with a principal place of business in Springfield MO, (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 Resale Shirts. 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 $20,000.00.

4. Contract Term. The period of contractor's performance shall begin on June 15, 2018 and end on June 15, 2020 with the option to renew for up to two additional 12-month periods..

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 for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this

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**Phone #:**

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

contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of 11 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
STATE OF VERMONT
CONTRACT AMENDMENT
CONTRACT #36507 AMENDMENT #01

I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from $20,000.00 to $40,000.000 representing an increase of $20,000/00.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from June 15, 2020 to June 15, 2021 The Contract Term may be renewed for one additional one-year period at the discretion of the State.

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

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|---|---|---|---|---|---|---|

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

**By the CONTRACTOR**

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

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| LaRose,Deborah L 828-4635 | Approved | |

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CONTRACT TERMS AND ADDITIONAL INFORMATION

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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 for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of 11 pages including the following attachments which are incorporated herein:

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

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| **Buyer Name**<br>LaRose,Deborah L | **Buyer Phone**<br>828-4635 | **Contract Status**<br>Approved |

**Vendor ID 0000342932**
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**Phone #:**

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

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

**By the CONTRACTOR**

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

## ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Items 1 through 7 as identified on Page(s) 1-3 of the Standard Contract Form.

2. **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

3. **DELIVERY:** All pricing is to include F.O.B. delivery to the ordering facility. Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. 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.

4. **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 the will be deemed unacceptable and returned to the contractor for credit at no charge to the State.

5. **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.

6. **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.

7. **TOWNS AND SCHOOLS OF THE STATE OF VERMONT:** This contract is also available for use by Towns and Schools of the State of Vermont. It should be noted that all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

8. **VENDOR CONTACT INFORMATION:** Austin Owens, Telephone: 417-869-3849, E-Mail: austin@express-press.net

## 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.
4. **PRICING:** All 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, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
5. Contractor shall submit invoices to the State as identified on Page(s) 1-3 of the Standard Contract Form.
6. The VISA purchasing card may be used as a form of payment under this contract.