

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Amercare Products Inc., with a principal place of business in Woodinville, WA (the "Contractor") that the contract between them originally dated as of August 12, 2022, Contract # 44367, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from August 1, 2024 to August 1, 2025. The Contract Term may be renewed for two additional one-year period at the discretion of the State.
- II. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 7, 2023 attached to this Amendment.

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>

This document consists of 3 pages. Except as modified by this Amendment No. 01, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

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

**STATE OF VERMONT**

**AMERCARE PRODUCTS INC.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Jennifer M.V. Fitch  
Commissioner - Buildings and  
General Services

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 7, 2023**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) 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>.**

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Amercare Products Inc, with a principal place of business in Woodinville, WA, (hereinafter called "Contractor"). Contractor's form of business organization is a corporation. 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 Toiletries. 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 \$300,000.00.
4. **Contract Term.** The period of contractor's performance shall begin on August 12, 2022 and end on August 1, 2024 with the option to renew up to two additional one year 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/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 7 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)

Exhibit 1 – Price Schedule

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
- (5) Exhibit 1 – Price Schedule

**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 M.V. Fitch

Name: \_\_\_\_\_

Title: BGS Commissioner

Title: \_\_\_\_\_

**ATTACHMENT A – STATEMENT OF WORK**

The Contractor shall provide:

1. The Contractor shall provide:
  - a. Shampoo, Dove Shampoo/Conditioner in one, 1.8 oz., 48/cs., Amercare #7014.
  - b. Shampoo, Shave-Gel & Body Wash, 3 in 1, .34oz packets, 1000/cs. Animal fat free and contains no alcohol. Amercare #3in1 P.
  - c. Shampoo, Shave-Gel & Body Wash, 3 in 1, 2 oz. clear plastic tube, 96/case. Amercare #3in1-2.
  - d. Shampoo, Shave lotion, & Body Wash, 4 Fl. oz., 60/cs., Amercare #3in1-4.
  - e. ChapStick ® Lip balm, 0.15 oz. Classic Original, individually packaged, protects and moisturizes to help heal dry, chapped lips, 24/cs., Chapstick #3137 original flavor.
  - f. Lotion, Hand and Body, Scented, 4 oz., 48/cs. Amercare #LT-4.
  - g. Soap, See-through Wrapped Antibacterial Deodorant, #1.25, 500/case, mild fragrance, almond color, Amercare #S-15 deodorant soap.
  - h. Soap, wrapped, deodorant, #0.5, 1000/case, Amercare S-1/2 UN.
  - i. Soap, Irish Spring Soap, 3.5 oz., 72/case., Dettol #7475 Lasting Fresh.
  - j. Mouthwash, alcohol-free, 4 oz., 60/case, Amercare MW-4.
  - k. Shave Cream, Barbasol® Aerosol Sensitive Skin, 1.5 oz., 36/cs. FreshScent #ASC15.
  - l. Toothbrush, 30 Tufts, nylon bristles, individually packed in clear bag, 144/case, Amercare #TB-30.
  - m. Toothbrush, Super soft, 3.25 in length, nylon bristles, ivory, individually wrapped in clear bag, 144/cs., Amercare #TB-SH.
  - n. Toothbrush, 30 tufts, soft, wrapped, 144/case., Amercare TB-41.
  - o. Toothbrush, shorty, 30 tufts, orange handle, 5.5” length, 144/case. Amercare TB-SH-OR.
  - p. Comb, Polypropylene, 5-inch, Color: black, 144/cs., Amercare C-5.
  - q. Deodorant, Mennen Speed Stick ® Regular, Solid Gel, contains stearyl alcohol-does not cause intoxication, 1.8 oz., 12/case, Mennen #2639.
  - r. Antiperspirant/deodorant, Lady Speed Stick ® 1.4 oz., 12/case. Powder fresh scent., contains stearyl alcohol-does not cause intoxication, Mennen #4558.
  - s. Deodorant, Clear Stick, Alcohol-free, pushup tube, see through design, 0.5 oz, 144/case. Amercare #STD-05.
  - t. Toothpaste, fluoride, Colgate® Regular, .85 oz., 144/cs., plastic tube, Amercare #TP-085.
  - u. Toothpaste, packets, high security, clear gel fluoride, 0.25 oz, 1000/cs., no animal fat or animal by products and no alcohol, Amercare #TP-P.
  - v. Toothpaste, fluoride, anticavity, .85 oz., 144/case, animal fat free, mint flavor, Amercare #TP-085.

- w. Shampoo, Clear formula and container, animal fat-free, 2 oz., 96/case., Amercare #SH-2.
- x. Body Wash, Dial® Spring Water, 3 Fl. Oz., 60/case. Amercare #3in1-4 Body wash.
- y. Emery board, 4.5” long, two-sided, 100/pk, New World #EB-1.
- z. Clippers, Fingernail, does not contain files, all metal, 2” length, 24/case. Amercare #CL-FIN.
- aa. Clippers, Toenail, does not contain files, nickel plated steel with chrome finish, 3.25” length, 12/case. Amercare #CL-TOE.
- bb. Razor, Twin Blade, Maximum Security Clear, stainless-steel blade, clear razor head and handle, clear, removable safety cap, 500/cs., Amercare #RAZ-2-500.
- cc. Razor, Single Blade, Orange, stainless-steel blade, bright orange handle, clear removable plastic guard, 500/case. Amercare #RAZ-1-500.

2. **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.

3. **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.
4. **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.

5. **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.
6. **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.
7. **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: Julie Siegel  
Phone: 800-556-6322  
Email: Julie@amercareproducts.net

f. **For the State:**

Name: State of Vermont, Deb LaRose  
Address: 133 State Street, Montpelier, VT 05633-8000  
Phone: 802/802-249-2817  
Fax: 802/828-2222  
Email: Deborah.larose@vermont.gov

8. **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.
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. 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 invoice(s) to the facility that placed 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 Exhibit 1.
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>.**

## EXHIBIT 1 - PRICE SCHEDULE

### Inmate Clothing & Toiletries

#### Product Pricing

- a. Shampoo, Dove Shampoo/Conditioner in one, 1.8 oz., 48/cs., Americare #7014. \$39.00/cs.
- b. Shampoo, Shave-Gel & Body Wash, 3 in 1, .34oz packets, 1000/cs. Animal fat free and contains no alcohol. Americare #3in1 P. \$48.00/cs.
- c. Shampoo, Shave-Gel & Body Wash, 3 in 1, 2 oz. clear plastic tube, 96/case. Americare #3in1-2. \$36.00/cs.
- d. Shampoo, Shave lotion, & Body Wash, 4 Fl. oz., 60/cs., Americare #3in1-4. \$39.00/cs.
- e. ChapStick® Lip balm, 0.15 oz. Classic Original, individually packaged, protects and moisturizes to help heal dry, chapped lips, 24/cs., Chapstick #3137 original flavor. \$38.06/cs.
- f. Lotion, Hand and Body, Scented, 4 oz., 48/cs. Americare #LT-4. \$31.20/cs.
- g. Soap, See-through Wrapped Antibacterial Deodorant, #1.25, 500/case, mild fragrance, almond color, Americare #S-15 deodorant soap. \$49.95/cs.
- h. Soap, wrapped, deodorant, #0.5, 1000/case, Americare S-1/2 UN. \$36.50/cs.
- i. Soap, Irish Spring Soap, 3.5 oz., 72/case., Dettol #7475 Lasting Fresh. \$42.75/cs.
- j. Mouthwash, alcohol-free, 4 oz., 60/case, Americare MW-4. \$40.80/cs.
- k. Shave Cream, Barbasol® Aerosol Sensitive Skin, 1.5 oz., 36/cs. FreshScent #ASC15. \$28.54/cs.
- l. Toothbrush, 30 Tufts, nylon bristles, individually packed in clear bag, 144/case, Americare #TB-30. \$7.92/cs.
- m. Toothbrush, Super soft, 3.25 in length, nylon bristles, ivory, individually wrapped in clear bag, 144/cs., Americare #TB-SH. \$7.20/cs.
- n. Toothbrush, 30 tufts, soft, wrapped, 144/case., Americare TB-41. \$8.92/cs.
- o. Toothbrush, shorty, 30 tufts, orange handle, 5.5" length, 144/case. Americare TB-SH-OR. \$7.70/cs.
- p. Comb, Polypropylene, 5-inch, Color: black, 144/cs., Americare C-5. \$2.88/cs.
- q. Deodorant, Mennen Speed Stick® Regular, Solid Gel, contains stearyl alcohol-does not cause intoxication, 1.8 oz., 12/case, Mennen #2639. \$21.75/cs.
- r. Antiperspirant/deodorant, Lady Speed Stick® 1.4 oz., 12/case. Powder fresh scent., contains stearyl alcohol-does not cause intoxication, Mennen #4558. \$21.75/cs.
- s. Deodorant, Clear Stick, Alcohol-free, pushup tube, see through design, 0.5 oz, 144/case. Americare #STD-05. \$46.08/cs.
- t. Toothpaste, fluoride, Colgate® Regular, .85 oz., 144/cs., plastic tube, Americare #TP-085. \$18.00/cs.
- u. Toothpaste, packets, high security, clear gel fluoride, 0.25 oz, 1000/cs., no animal fat or animal by products and no alcohol, Americare #TP-P. \$49.50/cs.
- v. Toothpaste, fluoride, anticavity, .85 oz., 144/case, animal fat free, mint flavor, Americare #TP-085. \$18.00/cs.
- w. Shampoo, Clear formula and container, animal fat-free, 2 oz., 96/case., Americare #SH-2. \$36.00/cs.

- x. Body Wash, Dial® Spring Water, 3 Fl. Oz., 60/case. Amercare #3in1-4 Body wash. \$39.00/cs.
- y. Emery board, 4.5” long, two-sided, 100/pk, New World #EB-1. \$3.10/cs.
- z. Clippers, Fingernail, does not contain files, all metal, 2” length, 24/case. Amercare #CL-FIN. \$12.00/cs.
- aa. Clippers, Toenail, does not contain files, nickel plated steel with chrome finish, 3.25” length, 12/case. Amercare #CL-TOE. \$10.20/cs.
- bb. Razor, Twin Blade, Maximum Security Clear, stainless-steel blade, clear razor head and handle, clear, removable safety cap, 500/cs., Amercare #RAZ-2-500. \$36.00/cs.
- cc. Razor, Single Blade, Orange, stainless-steel blade, bright orange handle, clear removable plastic guard, 500/case. Amercare #RAZ-1-500. \$27.50/cs.

Name of Contractor: Amercare Products Inc.