

State of Vermont

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

CONTRACT



Vendor ID 0000019453
Charm Tex Inc
1618 Coney Island Ave
Brooklyn NY 11230
USA

Contract ID 00000000000000000000000033443		Page 1 of 4
Contract Dates 03/01/2017 to 02/28/2019		Origin CP
Description: CP - TEXTILES		Contract Maximum \$99,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Phone #: 718-252-8100

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SHEET, FLAT WHITE, COTTON/POLYESTER BLEND 66" X 104", T180, CHARM-TEX #66104W180 CASE PACK: 5 DOZEN	EA	3.49000	0.00	0.00
2		SHEET, FLAT WHITE, COTTON/POLYESTER BLEND, 66" X 104", T130 BLEACHED, CHARM-TEX #66104W130 CASE PACK: 5 DOZEN	EA	2.99000	0.00	0.00
3		PILLOWCASE, WHITE 60% COTTON/40% POLYESTER, FINISHED HEM, T130, 42" X 34", CHARM TEX #4234W130 CASE PACK: 10 DOZEN	EA	0.71000	0.00	0.00
4		BLANKET, 100% COTTON HONEY COMB WEAVE, 66" X 90", FLAME RESISTANT, 3LB. WEIGHT, NEWPORT PRODUCT SNAG-FREE, CHARM-TEX #NEWPORT CASE PACK: 12/CASE COLORS: WHITE, CHAMPAGNE, BLUE, RASPBERRY, TEAL	EA	11.90000	0.00	0.00
5		BLANKET, 100% COTTON THERMAL, SNAG-FREE, 2.5 LB. WEIGHT, MACHINE WASHABLE AND DURABLE, STANDARD SIZE: 66" X 90, CHARM-TEX #SNAGFREE CASE PACK: 24/BALE COLOR: WHITE	EA	6.36000	0.00	0.00
6		BLANKET, 70% WOOL/30% MAN MADE FIBERS 66" X 90", MACHINE WASHABLE, FLAME RETARDANT CHARM-TEX #POMONA70 CASE PACK: 24/BALE COLOR: GREY	EA	7.18000	0.00	0.00
7		BLANKET, 100% POLYESTER 66" X 90", WHIP-STITCHED EDGE, NO PILLING OR SHREDDING OR MATTING, HYPOALLERGENIC, CHARM-TEX #BL/XLRYDER CASE PACK: 12/CASE COLORS: CAMEL, BLUE	EA	6.90000	0.00	0.00
8		PILLOW FLAME RETARDANT, 20" X 26", SOFT 100% POLYESTER FIL, NON-ALLERGENIC, TEAR RESISTANT, STAIN AND SOIL RESISTANT, 18 OZ. FILL, CHARM-TEXT #PL/PCV CASE PACK: 12/CASE COLORS: WHITE, GREEN	EA	5.10000	0.00	0.00
9		LAUNDRY BAG COMMERCIAL SIZE, 100% POLYESTER, SEWN IN DRAWSTRING WITH SPRING LOADED WHITE SLIP KNOW CLOSURE, SEWN ON CLOTH ID TAG, WHITE, 30" X 48", CHARM-TEX #BAG-SL3048WT CASE PACK: 5 DOZEN	EA	4.49000	0.00	0.00

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10		LAUNDRY BAG	EA	3.54000	0.00	0.00
		DURABLE NYLON ZIPPER WITHSTANDS DRYER HEAT, SEWN-ON CLOTH ID TAG, 24" X 36", WHITE, CHARM-TEX #BAG-ZC2436WT CASE PACK: 10 DOZEN				
11		TOWEL, BATH	EA	0.88000	0.00	0.00
		85% COTTON/15% POLYESTER, WHITE, 20" X 40", CHARM-TEXT #BT2040J5.OE CASE PACK: 25 DOZEN/BALE				
12		TOWEL, BATH	EA	1.36000	0.00	0.00
		WHITE, 24" X 48", 100% COTTON, CAM ORDER, CHARM-TEX #BT2448J8.OE CASE PACK: 10/DOZEN				
13		WASHCLOTH	EA	0.16000	0.00	0.00
		100% COTTON, 12" X 12", WHITE, CHARM-TEX #WC1212j1.OE CASE PACK: 100 DOZEN/BALE				

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 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 EQUIPMENT 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, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

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,

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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 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.

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: 7-30 DAYS AFTER RECEIPT OF ORDER.

VENDOR CONTACT INFORMATION
STAN DANZGER
TELEPHONE: 800-221-3147
EMAIL: STAN@CHARM-TEX.COM
WEBSITE: WWW.CHARM-TEX.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

PERFORMANCE MEASUREMENTS: DELIVERY IS REQUIRED WITHIN 7-30 DAYS OF ACCEPTANCE OF A PURCHASE ORDER. UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER OF AN ALTERNATE DELIVERY SCHEDULE(EXAMPLE, LONGER LEAD TIME DUE TO MANUFACTURING CYCLE WHEN ORDERED). THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%. THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTOR DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEWS.

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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: _____