

CONTRACT



Vendor ID 000009824
Ben's Uniforms Inc
20 Main Street
Amesbury MA 01913
USA

Contract ID 000000000000000000034114	Page 1 of 3
Contract Dates 06/15/2017 to 06/14/2019	Origin CPS
Description: CPS - STATE POLICE UNIFORMS	Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635
	Contract Status Approved

Phone #: 978-388-0471

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		VERMONT STATE POLICE DRESS BLOUSE PER ATTACHED SPECIFICATIONS. FECHHEIMER #VTSP - BLOUSE COAT	EA	495.00000	0.00	0.00
2		VERMONT STATE POLICE HONOR GUARD BLOUSE PER ATTACHED SPECIFICATIONS. FECHHEIMER #VTSP-HONOR GUARD BLOUSE	EA	595.00000	0.00	0.00
3		VERMONT STATE POLICE LONG SLEEVE MEN'S SHIRTS PER ATTACHED SPECIFICATIONS. FECHHEIMER #VTSP-LS	EA	114.00000	0.00	0.00
4		VERMONT STATE POLICE SHORT SLEEVE MEN'S SHIRTS PER ATTACHED SPECIFICATIONS. FECHHEIMER #VTSP-SS	EA	90.00000	0.00	0.00
5		VERMONT STATE POLICE SUMMER TROUSERS PER ATTACHED SPECIFICATIONS. FECHHEIMER #VTSP-ST	EA	100.00000	0.00	0.00
6		VERMONT STATE POLICE WINTER TROUSERS PER ATTACHED SPECIFICATIONS. FECHHEIMER #VTSP-WT	EA	115.00000	0.00	0.00
7		VERMONT STATE POLICE NECKTIE PER ATTACHED SPECIFICATIONS.	EA	8.00000	0.00	0.00

S. BROOME #45015/45035/45065

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, VT STATE POLICE SPECIFICATIONS FOR DRESS BLOUSE, HONOR GUARD BLOUSE, SHORT SLEEVE SHIRT, LONG SLEEVE SHIRT, WINTER, SUMMER TROUSERS AND NECKTIE ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

THE PRODUCTS ON THIS CONTRACT ARE REQUIRED ON AN AS NEEDED BASIS FOR THE VERMONT STATE POLICE. THE DEPARTMENT OF PUBLIC SAFETY UTILIZES THIS CONTRACT AND THERE ARE NO SPECIFIC TIMEFRAMES WHEN ORDERS ARE PLACED FOR THESE PRODUCTS. THEREFORE, ORDER CAN BE PLACED ANY TIME THROUGHOUT THE YEAR DEPENDING ON FUNDING AVAILABILITY.

AVAILABILITY WILL BE EXPECTED FOUR MONTHS FROM THE RECEIPT OF ORDER..

PERFORMANCE MEASUREMENTS:

DELIVERIES ARE REQUIRED WITHIN FOUR MONTHS OF ACCEPTANCE OF A PURCHASE ORDER, UNLESS CONTRACTOR HAS ADVISED THE CUSTOMER OF AN ALTERNATE SCHEDULE. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER SHALL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER.

THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINE IN THE CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TIME IN TWO CONSECUTIVE QUARTERS WILL RESULT IN A REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

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THE UNIT PRICE OF EACH PRODUCT SHALL BE INCLUSIVE OF ALL MEASURING, TAILORING, EMBLEM AND APPLICATION, FREIGHT CHARGES AND ALL MISCELLANEOUS CHARGE.

SILENCE OF SPECIFICATIONS: THE APPARENT SILENT OF THIS SPECIFICATION AS TO ANY DETAILS FOR THE OMISSION FROM IT OF A DETAIL OR DESCRIPTION CONCERNING ANY POINT SHALL BE INTERPRETED AS MEANING THAT ONLY THE BEST TAILORING PRACTICES ARE TO PREVAIL AND THAT ALL WORKMANSHIP SHALL BE FIRST QUALITY.

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, 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

State of Vermont

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

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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.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

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.

CONTRACTOR CONTACT INFORMATION
JACK BRACE
978-388-0471
jack@bensuniforms.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

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: _____