

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000293420
Remi Group LLC
11325 North Comm House Rd,
Suite 300
Charlotte NC 28277
United States

Contract ID 0000000000000000000016866		Page 1 of 3
Contract Dates 03/01/2010 to 02/28/2018		Origin CPS
Description: CPS-Equipment Maintenance Ins.		Contract Maximum \$9,999,999.00
Buyer Name Berini,Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		Equipment Maintenance Insurance	EA	0.01000	0.00	0.00

25% discount off the current manufactures maintenance agreement

CONTRACT TERMS AND ADDITIONAL INFORMATION

STATE OF VERMONT Account # 505578

STANDARD CONTRACT FOR SERVICES

- Parties.** This is a contract for services between the State of Vermont, (hereafter called "State"), and The Remi Group LLC. (Represented by Hackett, Valine and MacDonald), with the principal place of business in Charlotte,NC (hereafter called "Contractor"). Contractor's form of business organization is corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.
- Subject Matter.** The subject matter of this contract is services generally on the subject of Equipment Maintenance Insurance. Detailed services to be provided by the contractor are described in Attachment A.
- Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B.
- Contract Term.** The period of contractor's performance shall begin on March 1, 2010 and end on February 28, 2011 with an option to renew for two additional one (1) year periods.
- Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.
 - Approval by the Attorney General's Office is required.
 - Approval by the Secretary of Administration is required.
- Amendment.** This agreement represents the entire agreement between the parties; 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.
- Cancellation.** This contract may be canceled by either party by giving written notice at least 30 days in advance.
- Attachments.** This contract consists of Fifteen (15) pages including the following attachments which are incorporated herein:
 - Attachment A - Specifications of Work to be Performed
 - Attachment B - Payment Provisions
 - Attachment C - Standard State Provisions for Contracts and Grants' a preprinted form (revision date 01/08/09)
 - Attachment D - Commodity Terms and Conditions 12/5/08
- Order of Precedence.** Any ambiguity, conflict or inconsistency in the Contract Documents 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 D
 - (4) Attachment A
 - (5) Attachment B

COMPANY CONTACT:

Ron Cooper, CISR
Senior Commercial Account Representative
Hackett, Valine & MacDonald, Inc.
140 Kennedy Drive
S. Burlington, VT 05407

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
802-658-1100	Ext. 3341					
802-651-3341	Direct Line					
800-649-6200	Toll Free Line					
802-658-9419	Fax					

AMENDMENT #1 - JANUARY 2012. THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO FEBRUARY 28, 2013.

AMENDMENT #2 - DECEMBER 2012. THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO (LAST YEAR) THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO FEBRUARY 28, 2014.

AMENDMENT #3 - APRIL 2013. THE STATE HAS ELECTED TO EXTEND THE TERMS OF THE CONTRACT TO INCLUDE THREE ADDITIONAL 12-MONTH RENEWAL OPTIONS.

AMENDMENT#4 (FEBRUARY 2014). THIS CHANGE EXERCISES THE FIRST ONE-YEAR OPTION TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 02/28/2015, AT THE SAME PRICING, TERMS, AND CONDITIONS. THERE ARE TWO (2) 12-MONTH RENEWAL OPTIONS REMAINING.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT#5 (APRIL 2015). AMENDMENT-5 EXTENDS CONTRACT FOR THREE (3) YEARS TO FEBRUARY 28, 2018, WITH A 3% ADDITIONAL SAVINGS (25% TO 28%) ON BOTH EXISTING EQUIPMENT AND NEW EQUIPMENT. ALL OTHER TERMS, AND CONDITIONS REMAIN THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED MARCH 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@state.vt.us

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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: _____

State of Vermont
Attachment A
Scope of Work

All work performed on this contract will be scheduled by the affected agency. The agency contact will work closely with the contractor and the agency requiring the services to insure all work is completed in a satisfactory manner and will be performed on a regular Monday through Friday schedule. If an occasion arises which would require work to be performed after normal working hours or on a Saturday, Sunday or Holiday the contact person must be notified. This contract is to be utilized for Equipment Maintenance Insurance.

1. DETAILED REQUIREMENTS:

Services are currently decentralized at an agency level so this RFP is designed to look at a special category of equipment but the state is also interested in the viability of a program for several other categories.

1.1. **Maintenance Management Program:** A successful provider must provide satisfactory service, repair and maintenance in a timely and cost-efficient manner through an EMP for a diverse selection of equipment, including, but not limited to, equipment used for office, mail, communications, security, research/laboratory, medical/hospital, mechanical, and facilities management purposes.

1.1.1. In order to provide offerers with as much existing information as possible on state laboratory and testing equipment maintained under existing maintenance contracts, Attachment 1, reflects test equipment currently covered, this is not an all inclusive list.

1.2. **State Agency Analysis:** At the request of the using agency, the contractor must perform an analysis of the state agency's current inventory of equipment and maintenance costs to determine coverage needs, availability and feasibility. The state agency shall develop a specific work plan with specific requirements to be achieved by the analysis including the timeframe for completion.

1.2.1. Upon completion of the analysis, it shall be the state agency's option to determine the equipment to be covered under the equipment maintenance management program.

1.3. **Implementation/Transition:** The contractor must assist the state agency in coordinating implementation of the program and transition of equipment from current equipment maintenance agreements/contracts the state agencies may currently be utilizing.

1.4. **Service Delivery Process:** The contractor shall be responsible for the entire service delivery process, from dispatch to the service provider, management of the program, invoicing processing and payment by the contractor to its service providers.

1.5. **Insurance Policies:** The contractor's equipment maintenance program shall include insurance policies for specified equipment in order to provide preventive and remedial maintenance coverage for the equipment. Such insurance policies must be underwritten by an insurance company currently licensed and authorized to do business in the State of Vermont.

1.6. **Equipment Maintenance Management Program:**

1.6.1. **Maintenance/Repair Providers:** The contractor must provide and maintain an on-line complete list of service providers. The state agency shall select the maintenance or repair provider of their choice from the service provider list. The

list provided by the contractor herein shall serve as the official service provider list.

- 1.6.2. The contractor must notify the Office of Purchasing and Contracting of all provider additions.
- 1.6.3. The contractor must notify the Office of Purchasing and Contracting of all provider deletions, including justification for the deletion.
- 1.6.4. The contractor shall maintain a service provider listing which includes a wide range of service providers capable of providing full coverage on the state agencies' equipment. This will include both OEM-authorized and third party service providers.
- 1.7. **Service Level Agreements:** A service level agreement shall be agreed to by the contractor and the state agency that defines the specific requirements of the maintenance provisions based on the OEM, OEM-authorized or other third party service provider maintenance agreement including, but not limited to the following:
 - 1.7.1. Equipment covered and the associated maintenance rates or premiums;
 - 1.7.2. Terms of coverage including start date and end date and hours and days of coverage (e.g. 24/7, 9/5, inclusion/exclusion of holidays, etc.);
 - 1.7.3. Maintenance service provider;
 - 1.7.4. Definition of excluded parts and/or consumable items;
 - 1.7.5. Definition and procedure for preventive maintenance including the number of preventive maintenance services calls to be minimally provided; and
 - 1.7.6. The service level agreement definition for preventative maintenance shall include, but not be limited to, the act of servicing (including inspecting, testing, reconditioning, cleaning, etc.) or replacing worn or damaged individual parts and components before their inevitable failure causes a total breakdown.
 - 1.7.7. If applicable, details as to how software maintenance will be handled. Many OEM service contracts are for both hardware and software and cannot be easily separated.
 - 1.7.8. Minimum response time of the service provider to remedial requests of the agency that should include 1) a required response time for initial confirmation of receipt of the service request including initial diagnosis of the problem and 2) another required response time for on-site arrival of service staff. There should be no zone charges (extra charges if travel is far from the service center).
 - 1.7.9. The state reserves the right to procure excluded consumables, software and/or specified equipment exclusions from an outside source and have readily available for the service provider. If excluded consumables are provided by the service provider, pricing for excluded consumables shall not exceed the manufacturer's then current list price.
 - 1.7.10. Maintenance Coverage: The contractor must provide on-site equipment maintenance during normal business hour of 7:45 AM to 4:30 PM, 5-days per week (Monday through Friday) basis (excluding state holidays).
 - 1.7.11. Cancellation of Maintenance: The state agency reserves the right to cancel maintenance on any or all of the item(s) with thirty (30) days prior written notice to the contractor.
- 1.8. **Equipment Additions:** Equipment may be added during the coverage period for any reason. All equipment must be currently under a corrective maintenance plan at the time of addition to the program. The contractor must provide detailed descriptions of

pro-rated method to the state agency. Pro-rated amounts due to or from the contractor must be included in calculation of each immediately succeeding term payment.

- 1.8.1. The state agency will provide the contractor a listing of equipment to be added to the program which includes the location of the equipment, a description, any applicable identification numbers (serial number, property tag number, etc), make and/or model numbers, purchase date, the date on which the equipment was placed on a service contract upon expiration of manufacturer's warranty, requested start date of coverage on requested equipment, special need for certified technicians on identified pieces of equipment and copies of current OEM, OEM-authorized or other third party providers' maintenance contracts, or applicable quotes for OEM, OEM-authorized or other third party providers' maintenance contracts, whichever is applicable.
 - 1.8.1.1. All quotes will be the responsibility of the using agency. The Office of Purchasing and Contracting will not review or approve the quotes for equipment service.
 - 1.8.1.2. Any equipment coming off of warranty may be added to the program. Depending on the equipment, the contractor may be asked to provide coverage for equipment with the original manufacturers of the equipment. A quote will be obtained from company providing service under warranty by the agency, and provided to contractor.
 - 1.8.1.3. The contractor must evaluate the equipment for inclusion to the program prior to approval of the addition. If accepted, the equipment will be added to the program by applying the contract percentage discount to a current OEM, OEM-authorized, or other third party service provider maintenance agreement or a quoted OEM, OEM-authorized or other third party service provider maintenance price. The discounted total shall represent an annual cost to be prorated monthly for the number of coverage months in the program.
 - 1.8.1.4. If a current OEM, OEM-authorized or other third party maintenance contract is not in place due to equipment coming off of warranty or equipment currently being serviced is on a time and material basis, the agency is to obtain a quote from their OEM, OEM-authorized or other third party service provider, a copy of which is to be provided to the contractor at time of request for addition to program. The contract percentage discount shall be applied to the quote, and discounted total shall represent an annual cost to be prorated monthly for the number of coverage months in program.
 - 1.8.1.5. The contractor shall have thirty (30) days to assess the condition and acceptability of equipment to be added.
 - 1.8.1.6. If the equipment is determined to be unacceptable and unable to be covered for maintenance under this contract, the contractor is to provide written justification of reason for denial with a copy being provided to the requesting agency and the Office of Purchasing and Contracting.
 - 1.8.1.7. If the contractor agrees to provide service on the requested addition(s), a listing of cost associated to each piece of equipment being added must be provided to the agency for future reference in case any equipment listed is deleted from the program prior to the end of the contract term. A mutually agreed upon start date to begin service should be determined and the requesting agency will issue a contract change order to existing equipment purchase offer, or elect to issue a new order. If service does not begin on the first of the month, the first month will be prorated accordingly.

- 1.8.1.8. The contractor must provide service on the added equipment upon effective date of change through the remainder of the contract term or end date of purchase order, whichever applies
- 1.8.1.9. The contractor should provide an equipment addition form to all using state agencies.
- 1.8.2. **Equipment Deletions:** The state agencies may delete equipment during the coverage period for any reason. The contractor must provide detailed descriptions of pro-ration method to the state agency. Pro-rated amounts due to or from the contractor must be included in calculation of each immediately succeeding term payment. The contractor shall not delete any equipment from the program due to poor performing equipment during the coverage period. The contractor may delete such equipment at the time of renewal of the service level agreement agreed to with the agency.
- 1.8.2.1. The state agency reserves the right to remove any piece of equipment from the program during the contract period at the agency level. The deletion will take effect when the agency has provided the contractor with 30 days prior written notice of deletion request. A listing of the equipment to be deleted, the location and description of the equipment, any applicable identification numbers (serial number, property tag number, etc), make and/or model numbers, the date scheduled for deletion of coverage, and the monthly cost of equipment being deleted will be provided.
- 1.8.2.2. The decreased cost will be prorated over the remaining coverage months in the program. If the effective date of deletion does not begin on the first of the month, the first month decrease will be prorated.
- 1.8.2.3. Upon determination of effective date and amount of decrease, the requesting agency will issue a contract change order, reducing the amount billed per each month remaining in the program.
- 1.8.2.4. The contractor should provide an equipment deletion form to all using state agencies.
- 1.8.3. **Replacement Parts:** The maintenance provided must include all replacement parts that are equal to or better than OEM specifications. Any permanent replacement of parts must be warranted per the original equipment manufacturer's specifications.
- 1.8.4. **Rentals:** The contractor shall provide for rental of substitute equipment at no additional cost to the state if maintenance or corrective repairs cannot be made within three (3) working days from the reporting of needed service or repair. The contractor shall be responsible for the delivery and pickup of all substitute equipment.
- 1.8.5. **Notice of Expiration:** The contractor must provide the participating state agencies with applicable subsequent period pricing at least sixty (60) days prior to end of annual term.
- 1.8.6. In the event of contract cancellation, transition, or termination the state agency may contract with the OEM, OEM-authorized or other third party service entity, for recertification of all equipment covered under the contract at the time of cancellation, transition or termination. The state agency will be responsible for the expense of inspection for recertification. However, the contractor shall be responsible for the expense for all equipment repair/upgrades, which were not properly maintained as designated under the existing SLA requirements, which

the OEM, the OEM-authorized or other third party service entity requires for recertification.

- 1.9. **Support: Single Point of Contact:** The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all services.
 - 1.9.1. **Program Administrator:** The contractor shall provide a program administrator(s) knowledgeable in equipment maintenance programs in order to furnish administrative, marketing, and implementation support and related services to participating agencies.
 - 1.9.2. The contractor shall provide a complaint form for all using state agencies in order to quickly and efficiently address all state agency complaints.
 - 1.9.3. The using agency shall be responsible for coordinating their agency's use of the contract. The State of Vermont shall not provide an on-site coordinator or contract coordinator dedicated to administering the requirements of the contract.
- 1.10. **Service Call Requests:** The contractor must furnish a toll free telephone number for purposes of state agencies requesting service.
- 1.11. **Technical Assistance:** The contractor must be capable of providing OEM technical assistance when necessary to resolve equipment maintenance problems and questions at no additional cost to the State of Vermont.
- 1.12. **Maintenance Records:** The contractor must maintain accurate and detailed records of maintenance and repair costs history for all covered equipment.
 - 1.12.1.1. The contractor must make all maintenance records available at the statewide, agency, and department level. The contractor must have the ability to submit reports electronically to the State of Vermont upon request.
 - 1.12.2. The contractor should include data that would enable management decision-making such as repair or replacement of equipment, and/or supplier quality evaluation.
- 1.13. **Centralized Quarterly Reports:** The contractor should submit quarterly reports to the Office of Purchasing and Contracting for the equipment managed under the program.
 - 1.13.1. The quarterly reports should include all written justifications for denials of equipment additions to the program, by department, per piece of equipment.
 - 1.13.2. The reporting should include a list of maintenance performed on equipment by state agency. Records of maintenance, and all associated savings, shall be maintained by the contractor for the duration of the contract in sufficient detail to determine repair and maintenance history individually and in aggregate for all covered equipment.
 - 1.13.3. The contractor should allow for on-line access to reports.
- 1.14. **State Agency Reports:** The contractor should provide the state agencies with quarterly reports on their equipment being serviced under this contract.
 - 1.14.1. The reporting should include a detailed list of maintenance performed on equipment, per serial number, per location, by department.
 - 1.14.2. The contractor should allow for on-line access to reports.

1.15. Invoicing/Payment: The contractor shall invoice monthly the applicable monthly premium amounts.

1.15.1. Upon the state agency's annual renewal of maintenance agreements with the contractor, if the contractor indicates an increase in the monthly premium amount for the new agreement period, said increases shall be based on the originally quoted percentage discount of the contract and a current maintenance agreement or quote from an OEM or OEM-authorized service provider that is acceptable by the contractor as provided by the state agency or department to the contractor.

STATE OF VERMONT
ATTACHMENT B
PAYMENT PROVISIONS
EQUIPMENT MAINTENANCE INSURANCE

1. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing. The State shall not be responsible for any unauthorized expenses of the Contractor.
2. Any services outside of the agreement shall not be allowed.
3. Discount of 25 percent off the manufacturers quoted warranty maintenance program or the current maintenance agreement in place.