

# State of Vermont

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

# CONTRACT



**Vendor ID 000006058**  
**Brook Field Service**  
**PO Box 47**  
**Northfield VT 05663**  
**USA**

<b>Contract ID</b> 0000000000000000000025008		<b>Page</b> 1 of 5
<b>Contract Dates</b> 08/01/2013 to 07/31/2017		<b>Origin</b> CPS
<b>Description:</b> CPS-GENERATORS & LIGHT TOWERS		<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #: 866/769-3797**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		NO LONGER AVAILABLE. PORTABLE DIESEL GENERATOR, BALDOR, DG3E, 3300 MAX WATTS, 16.2 KWH PER GAL, 3000 WATTS	EA	2,328.00000	0.00	0.00
2		NO LONGER AVAILABLE. PORTABLE DIESEL GENERATOR, BALDOR, DG6E, 6000 MAX WATTS, 25.3 KWH PER GAL, 5500 WATTS	EA	3,246.75000	0.00	0.00
3		MAGNUM, MMG251F4, 20KW, Towable generator with hitch, Diesel engine, has a 24 hour run fuel tank, switchable voltage; 120/240V single and three phase, 120/208V, three phase, 277/480V three phase.	EA	28,049.00000	0.00	0.00
4		MAGNUM, MMG451FW, 30KW, Towable generator with hitch, Diesel engine, has a 24 hour run fuel tank, switchable voltage; 120/240V single and three phase, 120/208V, three phase, 277/480V three phase.	EA	33,670.00000	0.00	0.00
5		MAGNUM, MMG75, 56KW, Towable generator with hitch, Diesel engine, has a 24 hour run fuel tank, switchable voltage; 120/240V single and three phase, 120/208V, three phase, 277/480V three phase.	EA	45,433.00000	0.00	0.00
6		MAGNUM, MMG100, 71KW, Towable generator with hitch, Diesel engine, has a 24 hour run fuel tank, switchable voltage; 120/240V single and three phase, 120/208V, three phase, 277/480V three phase.	EA	51,489.00000	0.00	0.00
7		MAGNUM, MMG130, 90KW, Towable generator with hitch, Diesel engine, has a 24 hour run fuel tank, switchable voltage; 120/240V single and three phase, 120/208V, three phase, 277/480V three phase.	EA	62,230.00000	0.00	0.00
8		MAGNUM, MMG175, 120KW, Towable generator with hitch, Diesel engine, has a 24 hour run fuel tank, switchable voltage; 120/240V single and three phase, 120/208V, three phase, 277/480V three phase.	EA	76,426.00000	0.00	0.00
9		MAGNUM, MMG205, 142KW, Towable generator with hitch, Diesel engine, has a 24 hour run fuel tank, switchable voltage; 120/240V single and three phase, 120/208V, three phase, 277/480V three phase.	EA	83,268.00000	0.00	0.00

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<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
		Extra Large Access Doors, Three Position Switch for Main Voltage selection, Starting Battery Included, Manual or Automatic Start with Start/Stop/Auto Switch, Low Oil Pressure Shutdown, Single Phase Receptacles are Powered, High Water Temperature Shutdown, Fuel Water Separator During All Main Voltage Configurations, Alarm Horn, Single Point Lifting Eye, Illuminated Control Panel, Voltage Adjust Pot				
10		MAGNUM, MMT65M, 6KW, Towable tower with hitch, diesel engine with tank, diesel engine.	EA	9,730.00000	0.00	0.00
		4 Powerful 1000 Watt metal halide lamps, 2000 watts for convenience outlets, Elliptical light fixtures provide a more efficient light pattern than conventional round fixtures. The 4 - 1000 Watt metal halide lamps are supported on both ends to enhance durability and long life, Battery included, One 120-volt GFI convenience receptacle and one 240-volt twist-lock receptacle, Runtime hour indicator and on/off switch standard, Low oil/high temperature shutdown protection, Quiet, dependable Kubota diesel engine provides "flicker-free" operation, Enclosure construction with heavy gauge painted aluminum, Quality highway trailer suspension, Zinc plated 30' 4-section mast, coiled mast cords, Tower rotates 360 degrees, Heavy-duty winch design and integral forklift pockets, 50-gallon fuel tank - up to 100 hours of running time.				
11		NO LONGER AVAILABLE. STANDBY GENERATOR, KOHLER PRO MODEL# RES-14, 14KW, 200 AMP ATS INSTALLED,	EA	7,271.00000	0.00	0.00
		SURGE SUPPRESSION - \$175.00 ANGLE IRON SNOW STAND - \$365.00				
12		TOWABLE GENERATOR AND LOAD BANK RENTAL RATES	EA	0.01000	0.00	0.00

See attached Rental Sheet for unit selection and associated rental rates; Daily, Weekly, and Monthly.

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

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.

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

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<b>Contract ID</b> 0000000000000000000025008	<b>Page</b> 3 of 5
<b>Contract Dates</b> 08/01/2013 to 07/31/2017	<b>Origin</b> CPS
<b>Description:</b> CPS-GENERATORS & LIGHT TOWERS	<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217
<b>Contract Status</b> Approved	

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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
- 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.

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.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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 CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, 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.

SALES POC INFORMATION:  
JIM BROCHAUSEN  
802-485-6567  
jim@brookfieldservice.com

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<b>Buyer Name</b> Berini,Brian Jon	<b>Buyer Phone</b> 802/828-2217
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AMENDMENT-1 (MAY 2014): AMENDMENT-1 ADDS LINE ITEM 11 TO THE CONTRACT. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

PERFORMANCE / CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR AN INITIAL TWO (2) YEAR TERM, WITH OPTIONS TO EXTEND FOR TWO ADDITIONAL ONE-YEAR PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

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#2 (AUGUST 2015). THIS CHANGE EXERCISES THE FIRST OF THE TWO ONE-YEAR OPTIONS TO RENEW, EXTENDING THE CONTRACT FOR ONE ADDITIONAL YEAR TO 07/31/2016. AMENDMENT-2 UPDATES CONTRACT WITH NEW MANUFACTURER MODEL NUMBERS AND UNIT LOAD CAPACITIES. 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.

AMENDMENT#3 (JULY 2016). THIS CHANGE EXERCISES THE SECOND (LAST) ONE-YEAR OPTIONS TO RENEW, AT THE SAME PRICE, TERMS AND CONDITIONS.

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.

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.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'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.

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.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT) .

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](mailto: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: \_\_\_\_\_