

# State of Vermont

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

# CONTRACT



**Vendor ID 0000345819**  
**Hearing Center of Vermont**  
**5425 U.S. Route 5, Suite F**  
**Newport VT 05855**  
**United States**

<b>Contract ID</b> 0000000000000000000029645	<b>Page</b> 1 of 3
<b>Contract Dates</b> 08/15/2015 to 04/01/2017	<b>Origin</b> CP
<b>Description:</b> CP - HEARING AIDS	<b>Contract Maximum</b> \$999,999.99
<b>Buyer Name</b> LaRose,Deborah L	<b>Buyer Phone</b> 828-4635
<b>Contract Status</b> Approved	

**Phone #: (802) 487-9902**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		HEARING AIDS	EA	0.01000	0.00	0.00

DISCOUNT STRUCTURES AND PRICE LIST FOR BASE PRICING.

CONTRACTOR WILL OFFER THE FOLLOWING DISCOUNT STRUCTURE BASED ON THE ATTACHED PRICE LISTS. THESE DISCOUNT STRUCTURES WILL REMAIN IN EFFECT THROUGH THE LIFE OF THIS CONTRACT, ALTHOUGH THE LIST THEMSELVES MAY CHANGE.

PRICE INCLUDES ALL IN ONE FEE WHICH INCLUDES TESTING, DISPENSING, FITTINGS AND FOLLOW UP CONSULTATIONS.

OTICON - CONVENTIONAL/PROGRAM - 15% DISCOUNT - ALL HEARING AIDS COME IN EITHER RIC, BTE OR CUSTOM, DOES NOT COME WITH BATTERY CHARGERS.

OTICON - ADVANCED DIGITAL/A1 - 15% DISCOUNT - ALL HEARING AIDS COME IN EITHER RIC, BTE OR CUSTOM, DOES NOT COME WITH BATTERY CHARGER.

PHONAK - 5% DISCOUNT

SEIMENS - 15% DISCOUNT - BATTERY CHARGER AT NO EXTRA CHARGE WHEN APPLICABLE ALL HEARING AIDS COME IN EITHER RIC, BTE OR CUSTOM AUDIO BOOT IS AVAILABLE AT N/C FOR 7 AND 5 BNX

STARKEY - DIGITAL PROGRAMMABLE 5%

UNITRON - 5% DISCOUNT

WIDEX - 5% DISCOUNT

GN RESOUND - 5% DISCOUNT

REXTON - 5% DISCOUNT.

FM SYSTEMS:

PHONAK - 5% DISCOUNT

WILLIAMS SOUND - 5% DISCOUNT

SONOVATION - 5% DISCOUNT

AMIGO - 5% DISCOUNT

OTICON - 5% DISCOUNT

EARMOLDS WHEN HEARING AIDS PURCHASED THROUGH HCV - \$50.00

EARMOLDS WHEN HEARING AIDS PURCHASED THROUGH OTHER - \$100.00

BATTERIES, ALL SIZES, 6 IN A ROLL - \$4.99/ROLL

OTHER MANUFACTURER'S PRODUCTS MAY BE ADDED TO THIS CONTRACT AS NEEDED AT DISCOUNT STRUCTURES COMPARABLE TO EXISTING PRODUCTS.

## CONTRACT TERMS AND ADDITIONAL INFORMATION

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.

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SCOPE: TO PROVIDE DEVICES FOR THE HEARING IMPAIRED FROM A BROAD RANGE OF MANUFACTURERS. THIS CONTRACT WILL BE USED BY CLIENTS OF THE STATE'S AGENCY OF HUMAN SERVICES

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF EIGHT (8) 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, 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
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

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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.

VENDOR CONTACT INFORMATION:  
HEIDI EICHENBERGER,  
TELEPHONE # - 802-487-9902  
EMAIL - HEIDI@HEARING CENTEROFVT.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

CHANGE ORDER #1 - 02-09-16 THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO APRIL 1, 2017 AT THE SAME PRICING,

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED SEPTEMBER 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

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

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

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