

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Procurement and Contracting (the "State") and Remi Holdings, LLC, with a principal place of business in Charlotte, NC (the "Contractor") that the contract between them originally dated as of May 1, 2018, Contract # 36098, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$230,000.00 to \$400,000.00, representing an increase of \$170,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from February 28, 2021 to February 28, 2022. The Contract does not contain any renewals beyond that point.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the 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.

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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

This document consists of 2 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

*[Remainder of Page Intentionally Left Blank]*

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**REMI HOLDINGS, LLC**

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

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

**Name:** Jennifer Fitch

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

**Title:** Commissioner - Buildings and  
General Services

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

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

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

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services(the "State") and Remi Holdings, LLC with a principal place of business in Charlotte, NC (the "Contractor") that the contract between them originally dated as of May 1, 2018, Contract # 36098, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$130,000.00 to \$230,000.00 representing an increase of \$100,000.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from February 29, 2020 to February 28, 2021. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the 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.

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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 1 page. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

**REMI HOLDINGS, LLC**

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

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

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

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

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

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

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

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

# State of Vermont

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

# CONTRACT



**Supplier 0000369280**  
**Remi Holdings, LLC**  
**11325 North Community House Rd**  
**Suite 300**  
**Charlotte NC 28227**  
**USA**

<b>Contract ID</b> 0000000000000000000036098		<b>Page</b> 1 of 2
<b>Contract Dates</b> 05/01/2018 to 02/29/2020		<b>Origin</b> CPS
<b>Description:</b> CPS-EQUIPMENT MAINTENANCE INS.		<b>Contract Maximum</b> \$130,000.00
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> 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

### STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Buildings and General Services (hereinafter called "State"), and Remi Holdings, LLC., with a principal place of business in Charlotte, NC, (hereinafter called "Contractor"). Contractor's form of business organization is LLC. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Equipment Maintenance Insurance. Detailed services to be provided by Contractor are described in Attachment A.

3. 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, a sum not to exceed \$70,000.00.

4. Contract Term. The period of Contractor's performance shall begin on May 1, 2018 and end on February 29, 2020, with the option to renew for Two (2) additional twelve month periods.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. 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.

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of Nineteen (19) pages including the following attachments which are incorporated herein:

- Attachment A - Statement of Work
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)
- Attachment D - Maintenance Agreement
- Attachment E - Eligibility Equipment Types

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard State Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B
- (5) Attachment D
- (6) Attachment E

CONTRACT #36089  
CHANGE ORDER # 1

STATE OF VERMONT  
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Buildings & General Services (the "State") and Remi

# State of Vermont

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

# CONTRACT



**Supplier 0000369280**  
**Remi Holdings, LLC**  
**11325 North Community House Rd**  
**Suite 300**  
**Charlotte NC 28227**  
**USA**

<b>Contract ID</b> 0000000000000000000036098		Page 2 of 2
<b>Contract Dates</b> 05/01/2018 to 02/29/2020		<b>Origin</b> CPS
<b>Description:</b> CPS-EQUIPMENT MAINTENANCE INS.		<b>Contract Maximum</b> \$130,000.00
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

Holdings, LLC, with a principal place of business in Charlotte, NC (the "Contractor") that the contract between them originally dated as of May 1, 2018, Contract # 36089, as amended to date, (the "Contract") is hereby amended as follows:

I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$70,000.00 to \$130,000.00, representing an increase of \$60,000.00.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the 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.

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.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

### 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

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

# CONTRACT



**Vendor ID 0000369280**  
**Remi Holdings, LLC**  
**11325 North Community House Rd**  
**Suite 300**  
**Charlotte NC 28227**  
**USA**

<b>Contract ID</b> 00000000000000000000000036098	<b>Page</b> 1 of 2	
<b>Contract Dates</b> 05/01/2018 to 02/29/2020	<b>Origin</b> CPS	
<b>Description:</b> CPS-EQUIPMENT MAINTENANCE INS.	<b>Contract Maximum</b> \$70,000.00	
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> 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

## STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Buildings and General Services (hereinafter called "State"), and Remi Holdings, LLC., with a principal place of business in Charlotte, NC, (hereinafter called "Contractor"). Contractor's form of business organization is LLC. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Equipment Maintenance Insurance. Detailed services to be provided by Contractor are described in Attachment A.

3. 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, a sum not to exceed \$70,000.00.

4. Contract Term. The period of Contractor's performance shall begin on May 1, 2018 and end on February 29, 2020, with the option to renew for Two (2) additional twelve month periods.

5. Prior Approvals. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. Amendment. 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.

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of Nineteen (19) pages including the following attachments which are incorporated herein:

- Attachment A - Statement of Work
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)
- Attachment D - Maintenance Agreement
- Attachment E - Eligibility Equipment Types

9. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard State Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B
- (5) Attachment D
- (6) Attachment E

# State of Vermont

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

# CONTRACT



**Vendor ID 0000369280**  
**Remi Holdings, LLC**  
**11325 North Community House Rd**  
**Suite 300**  
**Charlotte NC 28227**  
**USA**

<b>Contract ID</b> 0000000000000000000036098	<b>Page</b> 2 of 2	
<b>Contract Dates</b> 05/01/2018 to 02/29/2020	<b>Origin</b> CPS	
<b>Description:</b> CPS-EQUIPMENT MAINTENANCE INS.	<b>Contract Maximum</b> \$70,000.00	
<b>Buyer Name</b> Brian Jon Berini	<b>Buyer Phone</b> 802/828-2217	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Christopher Cole \_\_\_\_\_

Name: \_\_\_\_\_

Title: BGS Commissioner \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## **ATTACHMENT A – STATEMENT OF WORK**

Contractor shall provide Equipment Maintenance Insurance (EMI). All work performed on this contract shall be scheduled by the affected Agency. The Agency contact shall work closely with the Contractor and the Agency requiring the services to ensure all work is completed in a satisfactory manner and will be performed on a regular Monday through Friday schedule. If an occasion arise which would require work to be performed after normal working hours or on a Saturday, Sunday, or Holiday the contact person shall be notified.

### **General Performance Requirements:**

1. **Maintenance Management Program:** The contractor shall provide satisfactory service, repair and maintenance in a timely and cost-efficient manner through an equipment maintenance management program for all office, mail, communications, security, medical/hospital, and research/laboratory, mechanical, and facilities equipment listed in Attachment D.
2. **State Agency Analysis:** At the request of the using agency, the contractor shall 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.
  - a. 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.
3. **Implementation/Transition:** The contractor shall 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.
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.
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 shall be underwritten by an insurance company currently licensed and authorized to do business in the State of Vermont.

### **Equipment Maintenance Management Program:**

6. **Maintenance/Repair Providers:** The contractor shall 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.
  - a. The contractor shall notify the Office of Purchasing and Contracting of all provider additions.
  - b. The contractor shall notify the Office of Purchasing and Contracting of all provider deletions, including justification for the deletion.



- c. 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.
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 or OEM-authorized and third party service provider maintenance agreement including, but not limited to the following:
  - a. Equipment covered and the associated maintenance rates or premiums;
  - b. 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.);
  - c. Maintenance service provider;
  - d. Definition of excluded parts and/or consumable items;
  - e. Definition and procedure for preventive maintenance including the number of preventive maintenance services calls to be minimally provided; and
  - f. 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.
  - g. 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.
  - h. 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 shall be no zone charges (extra charges if travel is far from the service center).
8. 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.
9. Maintenance Coverage: The contractor shall provide on-site equipment maintenance during normal business hours of 7:45 AM to 4:30 PM, 5-days per week (Monday through Friday) basis (excluding state holidays).
10. 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.
11. 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-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.

a. The state agency shall 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 or OEM-authorized or third party provider's maintenance contracts, or applicable quotes for OEM, OEM-authorized or other third party provider's maintenance contracts, whichever is applicable.

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.

b. 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 shall be obtained from company providing service under warranty by the agency, and provided to contractor.

c. The contractor shall 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.

d. 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.

e. The contractor shall have thirty (30) days to assess the condition and acceptability of equipment to be added.

f. 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.

g. 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 shall 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.

h. The contractor shall 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.

i. The contractor shall provide an equipment addition form to all using state agencies.

12. Equipment Deletions: The state agencies may delete equipment during the coverage period for any reason. The contractor shall provide detailed descriptions of pro-ration method to the state agency. Pro-rated amounts due to or from the contractor shall 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.

a. 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 shall be provided.

b. 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.

c. Upon determination of effective date and amount of decrease, the requesting agency shall issue a contract change order, reducing the amount billed per each month remaining in the program.

d. The contractor shall provide an equipment deletion form to all using state agencies.

13. Replacement Parts: The maintenance provided shall 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.

14. 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.

15. Notice of Expiration: The contractor shall provide the participating state agencies with applicable subsequent period pricing at least sixty (60) days prior to end of annual term.

16. 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 shall be responsible for the expense of inspection for recertification. However, the contractor shall be responsible for the expense for all equipment repairs/upgrades, which were not properly maintained as designated under the existing SLA requirements, which the OEM, OEM-authorized, or other third party service entity requires for recertification.

**Support:**

17. Single Point of Contact: The contractor shall function as the single point of contact for the state, regardless of any subcontract arrangements for all services.
18. 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.
  - a. The contractor shall provide a complaint form for all using state agencies in order to quickly and efficiently address all state agency complaints.
  - b. 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.
19. Service Call Requests: The contractor shall furnish a toll-free telephone number for purposes of state agencies requesting service.
20. Technical Assistance: The contractor shall 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.
21. Maintenance Records: The contractor shall maintain accurate and detailed records of maintenance and repair costs history for all covered equipment.
  - a. The contractor shall make all maintenance data available at the statewide, agency, and department level. The contractor shall have the ability to submit reports electronically to the State of Vermont upon request.
  - b. The contractor shall include data that would enable management decision-making such as repair or replacement of equipment, and/or supplier quality evaluation.
22. Centralized Quarterly Reports: The contractor shall submit quarterly reports to the Office of Purchasing and Contracting for the equipment managed under the program.
  - a. The quarterly reports shall include all written justifications for denials of equipment additions to the program, by department, per piece of equipment.
  - b. The reporting shall 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.
  - c. The contractor shall allow for on-line access to reports.
23. State Agency Reports: The contractor shall provide the state agencies with quarterly reports on their equipment being serviced under this contract.

- a. The reporting shall include a detailed list of maintenance performed on equipment, per serial number, per location, by department.
  - b. The contractor shall allow for on-line access to reports.
24. Invoicing/Payment: The contractor shall invoice monthly the applicable monthly premium amounts.
25. 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.

SALES POINT OF CONTACT INFORMATION

Kristen Childers  
11325 North Community House Rd, Suite 300  
Charlotte, NC 28277  
Direct: 704-602-0833 | Fax: 866-518-7847  
kchilders@theremigroup.com www.theremigroup.com

### ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
  - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
  - b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
5. Invoices shall be submitted to the State Agency contact requesting the service.
6. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are as follows:

Minimum discount of 30% off the cost of the manufacturer's warranty for Information Technology equipment and 27% off the cost of the manufacturer's warranty for all other types of eligible program equipment.



# ELIGIBLE EQUIPMENT TYPES

## GENERAL OFFICE

Archive Writers  
Automated Filing Systems  
Binding Machines  
Embossers  
Hole Punchers  
Letter Openers  
Mail Inserters  
Mail Sorters  
Mailing Systems  
Micro-Film Readers/Printers  
Micrographics Readers  
Printers  
Scanners  
Shredders  
Sorters  
Stackers

## INFORMATION TECHNOLOGY

Archiving Appliances  
Back-up Systems  
Data Management Systems  
Laptops  
Mainframes  
Network Devices  
Network Storage  
PC's & Peripherals  
Servers  
Uninterruptible Power Supply

## SECURITY & COMMUNICATION

Access Control Systems  
Alarm Systems  
Cameras  
Card Access Systems  
Metal Detectors  
Security Access Systems  
Telephone Systems  
Two-Way Radios  
Video Surveillance Systems  
Voice Mail Systems

## FINANCIAL & POS

Barcode Scanners  
Cash Registers  
Check Scanners  
Currency Scanners  
Currency Sorters  
Drive-up Systems  
Night Depositories

## MEDICAL & IMAGING

Arrhythmia Computers  
Bone Densitometers  
C-Arms  
Cardiac Cath Systems  
Cardiac Output Computers  
CR Readers  
CT Scanners  
Defibrillators  
Fluoroscopic Rooms  
Gamma Cameras  
Imager Fluorescence  
Laser Imagers  
Linear Accelerators  
Mammography Units  
Monitors  
MRIs  
PACS  
Patient Data Monitoring  
Portable X-Ray Machines  
Stress Test Systems  
Tables  
Ultrasound Units  
X-Ray/Fluoroscopic Units  
X-Ray Units  
Workstations

## SURGERY

Ablation Systems  
Analyzers  
Biopsy Systems  
Cameras  
Docking Stations  
Electrosurgical Units  
Image-Guided Surgery Systems  
Lasers  
Microscopes  
Phacoemulsifiers  
Smoke Evacuation Systems  
Surgical/Exam Lights  
Ultrasounds

## LAW ENFORCEMENT

Breathalyzers  
Defibrillators  
Fingerprint Systems  
In-Car Video Systems  
Laptops

## RESEARCH & LABORATORY

Analyzers  
Autosamplers  
Cell Sorters  
Centrifuges  
Chromatography  
DNA Sequencing  
Flow Cytometers  
Fluorometers  
Incubators  
Lasers  
Liquid Handling Workstations  
Mass Spectrometers  
Microplate Readers  
NMR Systems  
Particle Counters  
Projectors  
Refrigerator/Freezers  
Robotic Systems  
Scanners  
Spectrometers  
Spectrophotometers  
Synthesizers  
Tabletop Microscopes  
TEM/SEM Microscopes  
Thermocyclers  
Tissue Processors

## EYE CARE

Analyzers  
Autorefractors  
Auto Lensmeters  
Auto Tonometers  
Corneal Topographers  
Cryosurgical Units  
Electrosurgical Units  
Lasers  
Layout Blocking Systems  
Ophthalmic Lens Blockers  
Optical Biometry Systems  
Patternless Edgers  
Phacoemulsifier Aspirators  
Refrigerators  
Retinal Cameras  
Slit Lamps  
Surfacers  
Surfacing Labs  
Surgical Lights

## DENTAL

Amalgamators  
CCTV Cameras  
Centrifuges  
Curing Lights  
Endodontic Systems  
Exam Lights  
Fiber-Optic Digital Imaging  
Microscopes  
Monitors  
Oral Cameras  
Power Carts  
Pressure Irrigation Systems  
Root Apex Locators  
X-Ray Machines

## FOOD SERVICE

Bakery Ovens  
Electronic Scales  
Food Packaging Sealers  
Printer/Label Makers  
Meat Saws  
Meat Slicers  
Meat Tenderizers  
Mixers  
Proof Boxes  
Refrigeration Systems  
Warmers  
Wrappers

**AND ANY OTHER TYPES OF  
EQUIPMENT ELECTRONIC  
IN NATURE...**

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 15, 2017**

**1. Definitions:** For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

**2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

**3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

**4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

**5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

**6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.

**7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

**8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed



herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

*Workers Compensation:* With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

*General Liability and Property Damage:* With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

*Automotive Liability:* The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

*Additional Insured.* The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

*Notice of Cancellation or Change.* There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

**9. Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

**10. False Claims Act:** The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

**11. Whistleblower Protections:** The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

**12. Location of State Data:** No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

**13. Records Available for Audit:** The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**14. Fair Employment Practices and Americans with Disabilities Act:** Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

**15. Set Off:** The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

**16. Taxes Due to the State:**

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party 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.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

**17. Taxation of Purchases:** All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

**18. Child Support:** (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

**19. Sub-Agreements:** Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

**20. No Gifts or Gratuities:** Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

**21. Copies:** Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

**22. Certification Regarding Debarment:** Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor 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.

Party further certifies under pains and penalties of perjury that, as of the date that 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>

**23. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**24. Confidentiality:** Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

**25. Force Majeure:** Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

**26. Marketing:** Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

**27. Termination:**

**A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

**B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

**C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

**28. Continuity of Performance:** In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

**29. No Implied Waiver of Remedies:** Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

**30. State Facilities:** If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

**31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements:** If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

**32. Requirements Pertaining Only to State-Funded Grants:**

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)



**EQUIPMENT MAINTENANCE AGREEMENT  
STANDARD TERMS AND CONDITIONS -EQUIPMENT MAINTENANCE**

**A. AGREEMENT**

In return for **Your** payment of the **Agreement Amount**, **We** provide the coverage described herein subject to all the terms of this **Agreement**.

**B. SERVICES**

**We** will provide Corrective Maintenance and Preventative Maintenance services ("Service(s)") to return **Covered Equipment** to **Effective Operation** due to a **Precipitating Condition** during the **Agreement Period**.

**C. DEFINITIONS**

"**Actual Cash Value**" means the market value of the **Covered Equipment** or of similar equipment of equivalent age, kind, and functionality at the time of the **need for Service**.

"**Agreement**" means this Equipment Maintenance Agreement including the Standard Terms and Conditions identified in pages 1-3; **Schedule of Covered Equipment**; and any resultant modifications agreed to by both parties.

"**Agreement Period**" means term commencing as the **Effective Date** and ending on the **Expiration Date** or earlier termination date, if applicable.

"**Agreement Amount**" means the amount identified above that **You** pay to **Us** for the **Service** provided under this **Agreement**, and any applicable tax or government charges imposed for the **Services** provided under this **Agreement**.

"**Corrective Maintenance Service**" means necessary, standard, and customary coverage for **Services** provided to **You** to restore **Covered Equipment** to **Effective Operation** including the cost of parts, **Labor**, travel, taxes, and shipping charges.

"**Covered Equipment**" means equipment owned or leased by **You** or equipment in **Your** care, custody or control, that is identified in the **Schedule of Covered Equipment**.

"**Effective Operation**" means the ability of **Covered Equipment** to render the same or similar service as prior to the development of a **Precipitating Condition** and operating within Original Equipment Manufacturer's specifications for the **Covered Equipment**.

"**Labor**" is defined as seven (7) days per week, twenty-four (24) hours per day at the vendor's prevailing labor rates. The Purchaser is responsible and assumes all risk for any costs associated with overtime, weekend or holiday repairs unless otherwise noted in the itemized quotation. The Government does not expect or require repairs to be accomplished after normal working hours, weekends or holidays unless specifically noted in the itemized quotation.

"**Precipitating Condition**" means an impairment of the **Effective Operation** of **Covered Equipment** arising from electrical or mechanical failure.

"**Preventative Maintenance Service**" means standard and customary preventative maintenance services rendered to **You** upon **Covered Equipment**. This **Agreement** does not cover **Preventative Maintenance Service** unless the coverage has been specifically purchased by **You**, as reflected on **Your Schedule of Covered Equipment**.

"**Prorated Fee**" means the **Agreement Amount** adjusted for the time period the **Covered Equipment** was covered by this **Agreement** during the **Agreement Period**.

"**Provider**" means Remi and may also be referred to as **We**, **Us** or **Our**.

"**Purchaser**" means the entity identified in the **Schedule of Covered Equipment** of this **Agreement** and may also be referred to as "**You**" and "**Your**".

"**Schedule of Covered Equipment**" is attached and incorporated by this reference into this **Agreement** and identifies the **Covered Equipment** which **We** will provide corrective and preventative maintenance service during the **Agreement Period**, if all other conditions of this **Agreement** are met.

"**Remi Service**" means administration of equipment maintenance management programs.

**D. TERMS AND CONDITIONS**

**1. Agreement Period and Territory**

This **Agreement** applies only to a need for **Service** that occurs:

- a. During the **Agreement Period**;
- b. Within the effective coverage period for each piece of **Covered Equipment** as specified on the **Schedule of Covered Equipment**; and
- c. While the **Covered Equipment** is physically located within the United States.

**2. Request for Service Dispatch Procedure**

Subject to the provisions in this **Agreement**, to initiate **Service** under this **Agreement**, **You** must contact **Us** at 866-296-4847. **We** will then dispatch service and, upon receipt of the necessary service vendor's paperwork, **We** will review and process your **Loss** request and remit payment to the service vendor directly.

For a **Covered Loss** **We** shall issue a purchase order to the service vendor to perform the **Services** covered by this **Agreement**. If contact a service vendor or **You** authorize additional **Services** not set forth in the purchase order **You** will be responsible for those costs or expenses. In the event **We** paid for costs or expenses (either parts, **Labor**, travel, taxes and/or shipping charges) which are not covered under the terms of this **Agreement**, **We** shall have the right to bill **You** for reimbursement of such uncovered costs or expenses. **You** agree to remit reimbursement to **Us** net thirty (30) days.

**You** agree that **Our** Engineers and Specialists will be allowed to ensure **Service** is performed in a cost effective manner. **We** have the right to deploy alternative vendors and source equivalent parts to return the **Covered Equipment** to **Effective Operation**. **We** agree that any alternative solution **We** propose will use parts and services that comply with the Original Equipment Manufacturer's (OEM) specifications for the **Covered Equipment**.

Utilization of **Our** dispatch service is not evidence or preapproval that **We** will pay for the **Loss**. In addition, in the event that **You** contact a service vendor directly for service, **We** shall not be liable for any cost associated with such service event.

**3. Replacement of Covered Property**

- a. If a failed sub-assembly may necessitate the replacement of an entire system component (by way of example and not limitation, a failed circuit card necessitating the replacement of an entire console and monitor), **You** must report this to **Our** Engineering Support Hotline at 877-275-7364 prior to authorizing the replacement of the entire system component.

- b. If **We** agree that replacement of **Covered Equipment** is more cost effective than repair, **You** may substitute equipment of a similar kind, age, model, and manufacturer. Written authorization must be obtained from **Us** prior to the replacement of any **Covered Equipment**.
- c. **We** will not be liable for any unauthorized replacement of **Covered Equipment**.

#### **4. In-House Repair Reimbursement**

- a. **We** agree that members of **Your** staff may perform **Labor** to restore **Covered Equipment** to **Effective Operation**.
- b. **You** agree that **Your** staff that performs **Labor** upon **Covered Equipment** will have the necessary skill, experience, training, and license(s) or manufacturer certification(s) required to perform the **Labor**.

#### **5. Rental of Substitute Equipment**

**We** agree to provide rental or loaner charges for substitute equipment of like kind, for no more than ten (10) days. The total coverage for rental or loaner charges plus **Corrective Maintenance Service** and **Preventative Maintenance Service** shall not exceed the **Actual Cash Value** of the **Covered Equipment** at the time of need for repair.

#### **6. Preventive Maintenance**

If **You** have purchased coverage for **Preventative Maintenance Service**, as reflected on **Your Schedule of Covered Equipment**, preventative maintenance **Services** will be provided in compliance with the Original Equipment Manufacturer's specifications for the **Covered Equipment** and at the frequency defined on **Your Schedule of Covered Equipment**. **We** are under no obligation to provide more than the number of preventative maintenance events defined on **Your Schedule of Covered Equipment**. If **You** remove equipment from the **Schedule of Covered Equipment** or cancel this **Agreement**, **We** will only provide **Preventative Maintenance Service** prorated over the period of time of the coverage. By way of example, but not limitation, if the **Covered Equipment** was scheduled to have four (4) preventative maintenance inspections per year and the **Covered Equipment** is removed from the **Agreement** after six (6) months, the number of prorated preventative maintenance inspections would be two (2) calculated as  $[(6/12) \times 4]$ . **You** will be responsible for any charges exceeding the prorated amount.

#### **7. Repair Coverage**

**We** will not provide repairs for more than the **Actual Cash Value** of the **Covered Equipment** at the time of need for repair. The value will be ascertained or estimated on the basis of **Actual Cash Value** of property similar in kind, age, model and manufacturer to the **Covered Equipment** at the place and time of the need for repair.

#### **8. Prior Precipitating Condition**

**We** will not cover any **Repair** that results from a **Precipitating Condition** that exists prior to the effective date of coverage for the **Covered Equipment** under this **Agreement**.

#### **9. Protective Safeguards and Physical Environment**

**You** agree to maintain throughout the **Agreement Period** of this **Agreement** such protective safeguards as were in existence at the time of or installed subsequent to the first **Effective Date** of this **Agreement**. Upon discovery of a **Precipitating Condition**, which may give rise to a need for repair under this **Agreement**, **You** must take all reasonable steps within **Your** power to minimize the need for repairs. **You** further agree to take due care to maintain a physical environment (levels of temperature, humidity, dust, etc.) in keeping with the Original Equipment Manufacturer's recommendations for the **Covered Equipment**.

#### **10. Alteration of Risk**

**You** must provide **Us** notice in writing regarding any material change varying the facts or circumstances surrounding the **Covered Equipment**, such as the movement of **Covered Equipment** or nearby construction. **We** reserve the right to request an equitable adjustment to this **Agreement** if there is such alteration of risk. If **You** fail to notify **Us** of alteration of risk, which results in a need for repair under this **Agreement**, **We** reserve the right to deny **You** coverage for **Corrective Maintenance Service** or **Preventative Maintenance Service**.

#### **11. Our Options**

**We** have the right to any salvage value, exchange credit or replaced hardware as a result of the **Service** under this **Agreement**.

#### **12. Changes to Schedule of Covered Equipment**

- a. During the **Agreement Period**, **You** must request all changes to the **Schedule of Covered Equipment** to **Us** in writing. If **We** accept the requested change, the effective date of the change will be either the date **You** notify **Us** in writing or an agreed future date. **You** agree that any equipment **You** request to be added for coverage will be in good working order with no known **Precipitating Condition**.
- b. All changes to the **Schedule of Covered Equipment** acceptable to **Us** will be bound by a written modification to the **Agreement** issued by **Us**. **You** agree to pay any additional **Agreement Amount** **We** charge for the changes to the **Schedule of Covered Equipment**.
- c. **We** are not liable for any **Loss** or return of the **Agreement Amount** associated with unauthorized changes to the **Schedule of Covered Equipment** not agreed to by **Us** in accordance with this paragraph 12.

#### **13. Other Agreements**

- a. This **Agreement** shall not apply to service to any **Covered Equipment** that is covered under any other warranty, guarantee, maintenance contract, service contract, insurance contract or any third party agreement.
- b. The terms and conditions of any warranty, maintenance contract, service agreement, or any other contract or agreement that **You** enter into with any third party does not bind **Us** regarding any **Covered Equipment**, unless **We** consent to the agreement in writing.

#### **14. Purchase of Goods and Services**

Notwithstanding any other provision of this **Agreement**, **We** shall act as the prime contractor for all goods and **Services** to be provided by outside vendors under this **Agreement**.

#### **15. Examination of Records, Inspections**

**We** have the right to inspect **Your Covered Equipment** and the associated physical environment at any time during the **Agreement**. This inspection may be made by **Us** or may be made on **Our** behalf.

#### **16. Assignment**

This **Agreement** may not be assigned without mutual written approval.

#### **17. Cancellation**

- a. **You** may cancel this **Agreement** by providing thirty (30) days written notice to **Us** and payment for the amount applicable for the time period that the **Agreement** was in effect.
- b. **We** may cancel this **Agreement** by written notice sent to **You** at **Your** last mailing address known to **Us**. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

- c. If **We** cancel this **Agreement** for any reason other than nonpayment of fees, **We** will give **You** written notice at least thirty (30) days in advance of cancellation. The notice will state the time that the cancellation is to take effect. If **We** cancel this **Agreement** for nonpayment of fees, cancellation shall be effective on the date that prior paid fees are fully earned by **Us**.
- d. **We** will calculate **Your** return fees, if any, and refund **You** with the cancellation notice or within a reasonable period of time.

#### 18. Appraisal

If **You** and **We** do not agree on the amount of the repair, the **Actual Cash Value** of the **Covered Equipment** or the cost to repair or replace the **Covered Equipment** either party may demand that these amounts be determined by appraisal.

If either party makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within twenty (20) days after the receipt of the written demand. The two appraisers will select a competent, impartial umpire within fifteen (15) days, if they cannot agree on an umpire, **You** or **We** may ask a judge of a court in the state where the appraisal is pending to select an umpire.

The appraisers will determine:

- a. the **Actual Cash Value** of the **Covered Equipment**; and
- b. the cost to repair or replace the **Covered Equipment**.

Each amount will be stated separately.

If the appraisers submit a written report of the appraisal to **Us**, the written appraisal will establish the aforementioned amounts. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. A written appraisal by any two of these three will establish the amounts stated above.

Each appraiser will be paid by the party selecting that appraiser. The compensation of the umpire and any other expenses of the appraisal will be shared equally by **You** and **Us**.

#### 19. Limitation of Liability and Warranties

a. **Liability Limitation** - In no event shall **We** be liable for any incidental, special, statutory, or indirect damages, including, but not limited to, lost profits, revenue, or down time delay, market loss, loss of use or, business interruption. **Our** liability for any damage arising from a cause of action in contract, tort or otherwise shall be limited to the **Prorated Fee You** have paid to **Us** during the preceding 24 months.

b. **Warranty** - **We** warrant to **You** that the **Services** provided under this **Agreement** shall be performed in a professional manner by qualified personnel. If the **Services** have not been so performed and **We** receive from **You** within thirty (30) days of the occurrence a written report detailing the basis of the non-conformance and agree with **You**, **We** shall re-perform those **Services**. This remedy is **Your** sole and exclusive remedy and is in lieu of any other rights or remedies **You** may have against **Us** with respect to non-conformance of the **Services**.

a. **We** make no warranty with respect to services or parts provided by vendors.

**EXCEPT AS PROVIDED IN PARAGRAPH 19b, WE MAKE NO OTHER WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ALL SUCH WARRANTIES ARE SPECIFICALLY DISCLAIMED.**

#### 20. Entire Agreement/Severability

This **Agreement** contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all other prior agreements. No alteration, waiver, or modification of this **Agreement** will be valid unless made in writing and signed by an authorized representative of each Party.

If any provision of this **Agreement** shall be rendered illegal or unenforceable by the laws of any state, such provision shall be considered void in such state, but this shall not affect the validity or enforceability of any other provision of this **Agreement** or the enforceability of such provision in any other jurisdiction.

#### E. EXCLUDED COVERAGE

**We** will not pay for **Corrective Maintenance Service** or **Preventative Maintenance Service** caused directly or indirectly by any of the following:

1. Any cost customarily covered under the following commercial insurance forms: Boiler & Machinery; Automobile; Crime; Electronics Data Processing; Business Interruption or Time Element; Fire & Extended Coverage; or Named Peril, Special or All Risk Property;
2. Flood, sewer or drain back-up or earth movement, including earthquake, landslide, mudflow, and earth sinking, rising or shifting, unusual atmospheric conditions, power surges, power outages or acts of God;
3. Insect or vermin damage;
4. Obsolescence of **Covered Equipment**; including equipment that can no longer be returned to **Effective Operation** because of technology changes or the unavailability of parts or manufacturers support;
5. War, including undeclared war, civil war, insurrection, rebellion, revolution, terrorism, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear, biological, or chemical weapon(s) will be deemed a warlike act even if accidental;
6. Radioactive Contamination, meaning: Ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
7. Vandalism, defacement, malicious mischief, abuse, misuse, or theft;
8. Negligent, Willful, fraudulent or dishonest act or omission by **You**;
9. Ordinances, regulations, laws, court actions, or accreditation testing;
10. Software or software virus; or
11. Vendor, contractor, or in-house maintenance or operator error, negligence, faulty workmanship, improper installation, improper maintenance, negligence or fraud.

#### F. EXCLUDED COSTS

Unless the coverages defined below are specifically purchased by **You**, which will be identified on **Your Schedule of Covered Equipment**, **We** will not pay any cost associated with:

1. Emergency service fees or special service assessments beyond normal labor and travel expenses;
2. Repair or replacement of operating supplies, consumables, disposables, expendables, accessory items or **Preventative Maintenance Charges**;
3. Expenses incurred when no problem is found with the **Covered Equipment**;
4. Improvements, updates, upgrades, cosmetic restorations, preferential equipment adjustments, retrofits, overhauls, refurbishment, or correcting conditions of obsolescence and all costs of repairing or replacing parts when the discovery of deficiencies occurs as a result or in conjunction with any of these;
5. Expenses incurred for functions and services normally performed by the equipment operator;
6. Expenses or fees associated with the re-stocking of unused parts;
7. Maintaining or repairing **Covered Equipment** mounting hardware, supports, fixtures, or furniture;

8. Trace gas analysis, safety checks, certifications, or calibrations;
9. Repair or replacement of X-Ray tubes, pick-up (PMT) tubes, image intensifiers, digital detectors, glassware, transducers, probes, MRI magnets, coils, cryogenics, crystals, wave guides, shock wave generators, magnetrons, klystrons, thyratrons, fiber optics, laser systems, laser bench, mammo paddles, lights, uninterrupted power supplies (UPS), drums, including copier drums and laser imaging drums, equalization, repair, or replacement of batteries, battery cells or electrodes;
10. Loaner charges or rent for replacement CT's, PET Scanners, MRI's, Nuclear Medicine Labs, Cath Labs, or Oncology Systems;
11. Repairs and expenses associated with de-installation, movement, or installation of **Covered Equipment**;
12. **We** will pay only for the cost to repair the impaired sub-assembly if there is a **Loss to Covered Equipment** that is comprised of many sub-assemblies.

This **Agreement** will be incorporated into the awarded contract or purchase order as an attachment.



## GENERAL OFFICE

Archive Writers  
Automated Filing Systems  
Binding Machines  
Embossers  
Hole Punchers  
Letter Openers  
Mail Inserters  
Mail Sorters  
Mailing Systems  
Micro-Film Readers/Printers  
Micrographics Readers  
Printers  
Scanners  
Shredders  
Sorters  
Stackers

## INFORMATION TECHNOLOGY

Archiving Appliances  
Back-up Systems  
Data Management Systems  
Laptops  
Mainframes  
Network Devices  
Network Storage  
PC's & Peripherals  
Servers  
Uninterruptible Power Supply

## SECURITY & COMMUNICATION

Access Control Systems  
Alarm Systems  
Cameras  
Card Access Systems  
Metal Detectors  
Security Access Systems  
Telephone Systems  
Two-Way Radios  
Video Surveillance Systems  
Voice Mail Systems

## FINANCIAL & POS

Barcode Scanners  
Cash Registers  
Check Scanners  
Currency Scanners  
Currency Sorters  
Drive-up Systems  
Night Depositories

## MEDICAL & IMAGING

Arrhythmia Computers  
Bone Densitometers  
C-Arms  
Cardiac Cath Systems  
Cardiac Output Computers  
CR Readers  
CT Scanners  
Defibrillators  
Fluoroscopic Rooms  
Gamma Cameras  
Imager Fluorescence  
Laser Imagers  
Linear Accelerators  
Mammography Units  
Monitors  
MRIs  
PACS  
Patient Data Monitoring  
Portable X-Ray Machines  
Stress Test Systems  
Tables  
Ultrasound Units  
X-Ray/Fluoroscopic Units  
X-Ray Units  
Workstations

## SURGERY

Ablation Systems  
Analyzers  
Biopsy Systems  
Cameras  
Docking Stations  
Electrosurgical Units  
Image-Guided Surgery Systems  
Lasers  
Microscopes  
Phacoemulsifiers  
Smoke Evacuation Systems  
Surgical/Exam Lights  
Ultrasounds

## LAW ENFORCEMENT

Breathalyzers  
Defibrillators  
Fingerprint Systems  
In-Car Video Systems  
Laptops

## RESEARCH & LABORATORY

Analyzers  
Autosamplers  
Cell Sorters  
Centrifuges  
Chromatography  
DNA Sequencing  
Flow Cytometers  
Fluorometers  
Incubators  
Lasers  
Liquid Handling Workstations  
Mass Spectrometers  
Microplate Readers  
NMR Systems  
Particle Counters  
Projectors  
Refrigerator/Freezers  
Robotic Systems  
Scanners  
Spectrometers  
Spectrophotometers  
Synthesizers  
Tabletop Microscopes  
TEM/SEM Microscopes  
Thermocyclers  
Tissue Processors

## EYE CARE

Analyzers  
Autorefractors  
Auto Lensmeters  
Auto Tonometers  
Corneal Topographers  
Cryosurgical Units  
Electrosurgical Units  
Lasers  
Layout Blocking Systems  
Ophthalmic Lens Blockers  
Optical Biometry Systems  
Patternless Edgers  
Phacoemulsifier Aspirators  
Refrigerators  
Retinal Cameras  
Slit Lamps  
Surfacers  
Surfacing Labs  
Surgical Lights

## DENTAL

Amalgamators  
CCTV Cameras  
Centrifuges  
Curing Lights  
Endodontic Systems  
Exam Lights  
Fiber-Optic Digital Imaging  
Microscopes  
Monitors  
Oral Cameras  
Power Carts  
Pressure Irrigation Systems  
Root Apex Locators  
X-Ray Machines

## FOOD SERVICE

Bakery Ovens  
Electronic Scales  
Food Packaging Sealers  
Printer/Label Makers  
Meat Saws  
Meat Slicers  
Meat Tenderizers  
Mixers  
Proof Boxes  
Refrigeration Systems  
Warmers  
Wrappers

**AND ANY OTHER TYPES OF  
EQUIPMENT ELECTRONIC  
IN NATURE...**