

State of Vermont

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

CONTRACT



Supplier 0000003884
Worksafe Traffic Control Industries, Inc
115 Industrial Lane-Berlin
Barre VT 05641
USA

Contract ID 000000000000000000000000038630	Page 1 of 4
Contract Dates 06/25/2019 to 06/30/2022	Origin CPS
Description: CPS-CHANGEABLE MESSAGE BOARDS	Contract Maximum \$170,000.00
Buyer Name William A Vivian Jr.	Buyer Phone 828-4681
Contract Status Approved	

Phone #: 802-223-8948

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		B-1500 C Z-BAR MOUNT AC POWERED	EA	19,859.38000	0.00	0.00
2		B-1500 C CLAMPING MOUNT AC POWERED	EA	0.00000	0.00	0.00
3		B-1500 C Z BAR MOUNT SOLAR POWERED	EA	19,859.38000	0.00	0.00
4		B -1500 C CLAMPING MOUNT SOLAR POWERED	EA	20,494.87000	0.00	0.00
5		B-320 Z BAR MOUNT AC POWERED	EA	14,734.37000	0.00	0.00
6		B-320 CLAMPING MOUNT AC POWERED	EA	15,369.87000	0.00	0.00
7		B-320 Z BAR MOUNT SOLAR POWERED	EA	14,734.37000	0.00	0.00
8		B-320 CLAMPING MOUNT SOLAR POWERED	EA	15,369.87000	0.00	0.00
9		B-548 Z BAR MOUNT AV POWERED	EA	13,196.87000	0.00	0.00
10		B-548 CLAMPING MOUNT AC POWERED	EA	13,837.50000	0.00	0.00
11		B-548 Z BAR MOUNT SOLAR POWERED	EA	13,196.87000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
12		B-548 CLAMPING MOUNT SOLAR POWERED	EA	13,837.50000	0.00	0.00
13		CHANGEABLE MESSAGE BOARD HOURLY SERVICE RATE 24-48 HOURS RESPONSE TIME TO DIAGNOSE ISSUE ONCE NOTIFIED 24-48 HOURS RESPONSE TIME ONCE NOTIFIED TO COMPLETE REPLACEMENT OF DISPLAY MODULE	HR	150.00000	0.00	0.00
14		COMPONENT LIST AS WELL AS TRAINING INCLUDE BUT ARE NOT LIMITED TO THE FOLOWING	EA	0.01000	0.00	0.00

- 1. DISPLAY MODULE/CARD - 589.00
- 2. MODEMS - 1,383.75
- 3. CONTROLLER CARDS - N/A
- 4. CPU CONTROLLER - 2818.75
- 5. AC CHARGER - 586.87
- 6. BATTERIES - 138.37
- 7. LCD DISPLAY - INTEGRATED WITH CPU/CONTROLLER
- 8. PROGRAMMING KEYBOARD - INTEGRATED WITH CPU/CONTROLLER

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- 2. MODEMS - 1,383.75
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- 7. LCD DISPLAY - INTEGRATED WITH CPU/CONTROLLER
- 8. PROGRAMMING KEYBOARD - INTEGRATED WITH CPU/CONTROLLER

STANDARD CONTRACT FOR SERVICES

- Parties.** This is a contract for services between the State of Vermont, Agency of Transportation (hereinafter called "State"), and Worksafe Traffic Control, with a principal place of business in Barre VT, (hereinafter called "Contractor"). Contractor's form of business organization is Incorporated. 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.
- Subject Matter.** The subject matter of this contract is services generally on the subject of Changeable Message Signs. Detailed services to be provided by Contractor are described in Attachment A.
- Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$170,000.00
- Contract Term.** The period of Contractor's performance shall begin on June 25, 2019 and end on June 30, 2021.
- 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.
- Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be

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Table with contract details: Contract ID, Contract Dates, Description, Buyer Name, Buyer Phone, Origin, Contract Maximum, Contract Status.

Phone #: 802-223-8948

Table header for contract items: Line #, Item ID, Item Desc, UOM, Unit Price, Max Qty, Max Amt.

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.

8. Attachments. This contract consists of 12 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)

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)
(4) Attachment A
(5) Attachment B

Invoices:

Invoices shall be submitted to:
2178 Airport Road
Unit A
Barre, VT 05641

STATE OF VERMONT - June 2021
CONTRACT AMENDMENT #1

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Worksafe Traffic Control Industries Inc, with a principal place of business in Barre VT(the "Contractor") that the contract between them originally dated as of June 25, 2019, Contract # 38630, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2021 to June 30, 2022.

II. Pricing. Amendment #1 also incorporates 2021 pricing

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

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at:
<http://bgs.vermont.gov/purchasing-contracting/debarment>

Sole Source Contract for Services. This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.
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 4 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: Jennifer Fitch

Name: _____

Title: Commissioner - Buildings and General Services

Title: _____

Email: _____

Email: _____

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3		B-1500 C Z BAR MOUNT SOLAR POWERED	EA	19,375.00000	0.00	0.00
4		B -1500 C CLAMPING MOUNT SOLAR POWERED	EA	19,995.00000	0.00	0.00
5		B-320 Z BAR MOUNT AC POWERED	EA	14,375.00000	0.00	0.00
6		B-320 CLAMPING MOUNT AC POWERED	EA	14,995.00000	0.00	0.00
7		B-320 Z BAR MOUNT SOLAR POWERED	EA	14,375.00000	0.00	0.00
8		B-320 CLAMPING MOUNT SOLAR POWERED	EA	14,995.00000	0.00	0.00
9		B-548 Z BAR MOUNT AV POWERED	EA	12,875.00000	0.00	0.00
10		B-548 CLAMPING MOUNT AC POWERED	EA	13,500.00000	0.00	0.00
11		B-548 Z BAR MOUNT SOLAR POWERED	EA	12,875.00000	0.00	0.00
12		B-548 CLAMPING MOUNT SOLAR POWERED	EA	13,500.00000	0.00	0.00

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14		COMPONENT LIST AS WELL AS TRAINING INCLUDE BUT ARE NOT LIMITED TO THE FOLOWING	EA	0.01000	0.00	0.00
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- 1. DISPLAY MODULE/CARD - 575.00
- 2. MODEMS - 1,350.00
- 3. CONTROLLER CARDS - N/A
- 4. CPU CONTROLLER - 2750.00
- 5. AC CHARGER - 475.00
- 6. BATTERIES - 135.00
- 7. LCD DISPLAY - INTEGRATED WITH CPU/CONTROLLER
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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 12 pages including the following attachments which are incorporated herein:

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Invoices:

Invoices shall be submitted to:
2178 Airport Road
Unit A
Barre, VT 05641

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: _____

BGS Commissioner

Title: _____

Title: _____

Email: _____

Email: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Items 1 through 14 as identified on Page(s) 1-2 of the Standard Contract Form as well as the following:
2. **DETAILED REQUIREMENTS:** The contractor shall furnish and test changeable message signs that meets the following requirements:
 - 2.1. **BUY AMERICA:** CMS must comply with FHWA Buy America policies. Title 23 C.F.R. 635.41
 - 2.2. **MUTCD:** CMS must comply with MUTCD section /chapter 2L
 - 2.3. **NTCIP:** CMS shall comply with the latest NTCIP requirements.
3. **SPECIFICATIONS:**
 - 3.1. The Ver-mac B-1500C, or State approved equal will be the primary CMS that VTrans will deploy. However, there is a need for smaller CMS that can be deployed on secondary or local roads. Those boards shall be Ver-mac B-320, Ver-mac B-548, or State approved equal.\
 - 3.2. **ELECTRICAL INTERFERENCE:** The CMS shall not be affected by all normal (standard) types of RF interference.
4. **SIGN BOARD:**

The sign board material shall be constructed of aluminum and powder coated black. The powder-coated paint shall be certified UV protective paint and shall be impact, humidity and salt spray resistant. The face of the sign board shall be a UV stabilized, seamless, impact resistant anti-glare polycarbonate protective screen. The entire unit shall be protected by a weatherproof and lockable vandal resistant enclosure that affords easy access for maintenance and includes hinges and gas springs that lock when open. The signboard shall be angled from top to bottom to prevent glare from headlights. The sign board shall have lifting hooks or I-bolts installed on either end of the sign for the purpose of lifting the sign during installation. The lifting hooks shall be able to support the entire weight of the sign, as well as any mounting hardware, and additional equipment required to complete the installation.
5. **CABINETS:**
 - 5.1. The control cabinet material shall be constructed of aluminum and powder coated paint.
 - 5.2. The powder-coated paint shall be certified UV protective paint and shall be impact, humidity and salt spray resistant.
 - 5.3. The entire unit shall be protected by a weatherproof and lockable vandal resistant cabinet door.
 - 5.4. Weather stripping shall seal each cabinet against moisture.
 - 5.5. If battery boxes are required, they shall meet the same requirements.
6. **DISPLAY:**

The display shall be full matrix type (30 x 56 pixels) with up to 3 lines of 12 characters per line. Each pixel shall consist of 4 equally spaced LED's. Each LED shall be encapsulated within an amber lens designed to maximize each LED's energy efficiency, provide 30-degree viewing angle and create bolder and brighter characters. Each pixel shall have a hood to provide shade that increases sign visibility during daylight and direct sun hours of operation. The color emitted by the LED shall be amber, with a peak wavelength centered at 590 (+/-3) nanometers. The LED

output shall adjust automatically to ambient light conditions. A character is based on a 5 x 7 pixel of 18 in. (457 mm). The default character shall be 18 in. The characters cards shall be securely fastened with screws but quickly removed and have a plug and play connection. Messages displayed shall be easily readable from more than 305 meters (1000 feet). LEDs shall have a rated life of no less than 100,000 hours. All LEDs shall be from the same manufacturer and of the same part number.

LED output shall adjust automatically to ambient light conditions. The display shall be enclosed in an aluminum cabinet and protected by a polycarbonate sheet. Polycarbonate sheet shall meet the following characteristics:

- 6.1. Tensile Strength, Ultimate: 10,000 PSI
- 6.2. Tensile Strength, Yield: 9,300 PSI
- 6.3. Tensile Strain at Break: 125%
- 6.4. Tensile Modulus: 330,000 PSI
- 6.5. Flexural Modulus: 330,000 PSI
- 6.6. Impact Strength, Izod (1/8", notched): 17 ft-lbs/inch of notch
- 6.7. Rockwell Hardness: M75, R118
- 6.8. Heat Deflection Temperature Under Load: 264 PSI at 270F and 66 PSI at 288F
- 6.9. Coefficient of Thermal Expansion: 3.9×10^{-5} in/in/F
- 6.10. Specific Heat: 0.30 BTU/lb/F
- 6.11. Initial Light Transmittance: 85% minimum
 - 6.11.1. Change in Light Transmittance, 3 years exposure in a Southern latitude: 3%
 - 6.11.2. Change in Yellowness Index, 3 years exposure in a Southern latitude: less than 5%.

7. CONTROLLER:

The NTCIP compliant controller shall be a color, LCD, pressure sensitive display screen. All message editing, scheduling, diagnostics and all other functions shall be completed by touching the icons and keyboard on the display screen. The controller shall display an exact animated simulation of the LED display prior to actual display and during the actual display. The controller shall display the battery and solar power status on the main screen (solar application only). The controller shall be capable to create and store over a hundred created messages. The controller shall contain a library of pre-programmed messages and graphics.

8. SPEED OF MESSAGE CHANGE:

- 8.1. All three lines can be changed completely in no more than 100 milliseconds without visual disturbance.

9. MESSAGE SIGN LEGIBILITY:

- 9.1. Messages shall be legible within a distance range of 150 feet to 1000 feet.

10. CMS CONTROL AND COMMUNICATIONS:

The CMS field controller shall be able to receive instructions from and provide information to a computer containing CMS control software using the following communication modes:

- 10.1. Remotely – Via fiber optic backbone, or RJ45 Ethernet, broadband modem such as Satellite, Cable, DSL, or cellular with a remotely located computer. The system communications backbone, as well as all field modems shall provide the CMS field controller with an RJ45 Ethernet 10/100Mbps signal.
- 10.2. Locally – Via a keypad and LCD interface. This provides a way to add or remove message(s) from the CMS list of installed messages, adjust luminosity to manual or automatic and monitor miscellaneous data like battery voltage, photocells reading, etc.

11. SOFTWARE - MESSAGE SIGN SOFTWARE:

- 11.1.** Shall allow for a minimum of 200 user-programmable messages.
- 11.2.** LED intensity levels shall be available in a range of 1%-100% in increments of 1%.
- 11.3.** Field controller hardware/firmware and CMS control software communications shall comply with the most recent revision of the following AASHTO-ITE-NEMA Joint Committee standards for NTCIP:
- 11.4.** 1101:1996 – Amendment 1 – NTCIP Simple Transportation Management Framework (STMF). This document was previously published as NEMA TS-3.2-1996
- 11.5.** 1201:2005 – Version 2 – NTCIP Global Object Definitions. This document was previously published as NEMA TS-3.4-1996
- 11.6.** 1203:1997 – NTCIP Object Definitions for Dynamic Message Signs. This document was previously published as NEMA TS-3.6-1997
- 11.7.** 2001 – NTCIP Class B Profile. This document was previously published as NEMA TS 3.3
- 11.8.** 2301:2001 – NTCIP STMF Application Profile. This document was previously published as NEMA TS-3. STMF
- 11.9.** 2202v01.08 (Recommended) – NTCIP Internet Transport Profile. This document was previously published as NEMA TS-3. Internet v99.01.03

12. INFORMATION SECURITY REQUIREMENTS

In cases where the State is not permitted to manage/modify the automation equipment (server/computer/other) that controls testing or monitoring devices, the Contractor agrees to update and provide patches for the automation equipment and any installed operating systems or applications on a quarterly basis (at minimum). The Contractor will submit a report to the State of updates installed within 30 days of the installation as well as a Plan of Actions and Milestones (POA&M) to remediate any vulnerabilities ranging from Critical to Low. The contractor will provide an upgrade path or compensatory security controls for any operating systems and applications listed as beyond “end-of-life” or EOL, within 90 days of the EOL and complete the EOL system’s upgrade within 90 days of the approved plan.

- 13. SERVICE REQUIREMENTS TECHNICAL SUPPORT/TRAINING:** The Contractor shall provide a training program consisting of the furnishing of educational training in the installation, operation, programming and maintenance of each type of component comprising the CMS system.

The Contractor shall provide qualified instructors approved in writing by the PCMS manufacturer and all training materials necessary for training State and maintaining agency personnel in the operation and maintenance of the system components. Training shall consist of classroom lectures as well as “hands-on” demonstrations.

The Contractor shall develop and submit training course outlines and samples of all training aids and manuals to the Project Manager for approval at least twenty-eight (28) days prior to the proposed start of the training sessions. At the same time, the Contractor shall submit a list of individuals who will conduct the training and resumes of each for review and approval. Written approval of this material and training instructors will be required prior to the final scheduling of the training sessions or the final production of training materials.

The Contractor shall develop and supply all necessary manuals, displays, class notes, visual aids, and other instructional materials as required providing the training programs described herein. The required manuals shall be individually bound in loose-leaf binders. The Contractor shall supply an

adequate number of manuals and class notes to provide one copy of each to all session participants. An additional five copies shall be turned over to the Engineer at the completion of the training program. All manuals must be submitted to the Project Manager for approval. Training shall begin no sooner than three weeks after Engineer approval and no later than 30 days after the first field unit is brought on-line.

Training will be conducted at a classroom facility supplied by the Contractor. This facility shall be within 15 miles of the City of Montpelier.

The Contractor shall, as a minimum, establish training sessions lasting three (3) days. Training sessions shall be limited to no more than 6 hours in any single day. All training sessions shall accommodate twenty (20) people.

14. PERFORMANCE REQUIREMENTS:

14.1. The acceptable quality level for on time delivery shall be 99%; the customer will report any deliveries that do not meet the contractors promised delivery date to the state contract manager. Contractor's delivery performance shall be reviewed in periodic contract review meetings between the state of Vermont (sov) and the contractor.

14.2. the contractor shall complete the reporting requirements outlined in this contract. A failure by the contractor to complete their quarterly reporting on time in two consecutive quarters will result in a contract review with potential consequences as severe as termination.

14.3. Ordering – contractor shall respond to customer's requests for technical information, pricing, and delivery information within 48 hours or less of the first contact by the customer. The customer shall require a 99% compliance to this requirement, with the customer reporting any contractor non-compliance to the state contract manager. The contractor's customer response performance shall be reviewed in periodic contract review meetings between the sov and the contractor.

15. WARRANTY: The contractor shall include with their proposals a written warranty for each piece of equipment and software that they intend to furnish. Warrantees are to be based on commercial use. A minimum of one (1) year commercial use warranty is required. It is desirable that the bidder offer more than one (1) year. The Contractor shall unconditionally guaranty all system and subsystem modules, including all equipment, hardware, and software as specified in the Plans and Specifications to be free of defects for a period of one (1) year from the date of Final Acceptance of each project site by the Project Manager. The guaranty shall cover all materials, software, equipment, tools, transportation, supplies, parts, and incidentals required to facilitate response maintenance as necessary to repair and replace any defective modules, system(s) or subsystem(s) of the completed facility within the one-year time period. Additionally, the Contractor shall guarantee availability of compatible replacement equipment (to the field replaceable unit level) for a ten-year time period from the date of Final Acceptance. Acceptance of any system or subsystem during the construction contract, or any modifications to the system design proposed by the Contractor and approved by the Project Manager shall not relieve the Contractor of the requirements of this guaranty. The guaranty period shall be considered to start concurrent with the date of Final Acceptance of each project site. The Contractor shall respond to calls and faxed work orders from the Project Manager and/or a representative from the Transportation Operations Center (TOC), or their duly authorized representative by arriving at the site of the required repair within (24) twenty-four hours of the call.

The Contractor will notify the Project Manager by voice communication upon arrival at the site. Calls received Monday through Friday 8 AM to 3 PM require a twenty-four-hour response. Calls received after 3 PM require a twenty-four-hour response on the next business day, which begins at 8 AM. Once at the site, the Contractor shall determine the cause of failure and correct the problem within twenty-four (24) hours, unless additional time is allowed by the Project Manager. The Contractor shall notify the Project Manager by fax of the completed repair.

- 16. DELIVERY:** All pricing is to include F.O.B. delivery to the ordering facility. Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, all packaging and containers shall become 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.
- 17. QUALITY:** All products will be new and unused. All products provided by the contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section they will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
- 18. 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.
- 19. VERMONT STATE COLLEGES:** This contract is also available for use by the University of Vermont and the Vermont State Colleges Inc., a separate corporation, having under its jurisdiction Castleton State College, Johnson State College, Lyndon State College, Community College of Vermont, and the Vermont Technical College.
- 20. TOWNS AND SCHOOLS OF THE STATE OF VERMONT:** This contract is also available for use by Towns and Schools of the State of Vermont. It should be noted that all such items furnished will be billed directly to and paid for by the political subdivision or college and neither the State of Vermont, nor its Commissioner of Buildings and General Services, personally or officially, assumes any responsibility.

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 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
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. 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 and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **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 State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted. Prices quoted for printing are to include printing, binding, wrapping, and packaging.
5. Contractor shall submit invoices to the State as identified on Page three (3) of the Standard Contract Form.
6. Contractor shall submit invoices to the state for the products, at the rates as identified on page one (1) and two (2) of three (3) of the standard contract form.

**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)