

State of Vermont

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

CONTRACT



Supplier 000008861
Bourdon's Institutional Sales Inc.
85 Plains Rd
Claremont NH 03743
USA

Contract ID 0000000000000000000039264	Page 1 of 3
Contract Dates 11/01/2019 to 10/31/2022	Origin CPS
Description: CPS-MATTRESSES & PILLOWS	Contract Maximum \$150,000.00
Buyer Name Deborah L LaRose	Buyer Phone 828-4635
Contract Status Approved	

Phone #: (800) 231-5468

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		MATTRESS 24" x 72" x 4"	EA	48.56000	0.00	0.00
2		MATTRESS 26" x 78" x 4"	EA	49.09000	0.00	0.00
3		MATTRESS 27" x 80" x 4"	EA	49.35000	0.00	0.00
4		MATTRESS 30" x 74" x 4"	EA	49.61000	0.00	0.00
5		MATTRESS 30" x 75" x 4"	EA	49.61000	0.00	0.00
6		MATTRESS 27" x 79" x 6"	EA	52.24000	0.00	0.00
7		MATTRESS 36" x 72" x 6"	EA	54.60000	0.00	0.00
8		PILLOW 20" x 26", Color: Green or Gray	EA	6.56000	0.00	0.00
9		MATTRESS - COIL 36" x 80" COIL COUNT 208	EA	131.25000	0.00	0.00

1. Parties. This is a contract for commodities between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Bourdon's Institutional Sales, Inc., with a principal place of business in Claremont, NH, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. 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 commodities generally on the subject of Mattresses & Pillows. Detailed requirements to be provided by Contractor are described in Attachment A.

3. Maximum Amount. In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$150,000.00.

4. Contract Term. The period of contractor's performance shall begin on November 1, 2019 and end on October 31, 2021 with the option to renew for up to two additional 12-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.

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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 11 pages including the following attachments which are incorporated herein:

- Attachment A - Statement of Work
- Attachment A1 - Life-Safety (TM) Comfort III Dormitory Mattress
- 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 Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment A1
- (5) Attachment B

CONTRACT AMENDMENT #1

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Bourdon's Institutional Sales Inc., with a principal place of business in Claremont, NH (the "Contractor") that the contract between them originally dated as of November 1, 2019, Contract # 39264, 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 October 31, 2021 to October 31, 2022. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

II. Attachment A, Scope of Services. The scope of services is amended as follows:

Section 1 a, b, c of Attachment A is hereby deleted in its entirety and replaced as set forth this Amendment.

1. Line Items listing product, price per each.

a. Mattress, Polyester core, meets or exceeds all major fire test I.E., CA Technical bulletin 117, 121, 129, 133, 603, 16 CFR 1663. Flame-retardant, 3 ply vinyl laminate cover construction with antimicrobial properties built in protect product. All seams are to be 100% sealed. Breathable vent must be resistant in water, oil, urine, blood, headlice and bedbugs. Hypoallergenic - Latex free. Thickness to be finished height of 4" - 6" polycore, durable tear-resistant ticking, e asy to wipe, clean with soap and water or properly diluted disinfectant. At least 1 year warranty.

- i. 24" x 72" x 4" - Bourdon's #01-102LOG24724 - \$48.56/ea.
- ii. 26" x 78" x 4" - Bourdon's #01-102LOG26784 - \$49.09/ea.
- iii. 27" x 80" x 4" - Bourdon's #01-102LOG27804 - \$49.35/ea.
- iv. 30" x 74" x 4" - Bourdon's #01-102LOG30744 - \$49.61/ea.
- v. 30" x 75" x 4" - Bourdon's #01-102LOG30754 - \$49.61/ea.
- vi. 27" x 79" x 6" - Bourdon's #01-102LOG27796 - \$52.24/ea.
- vii. 36" x 72" x 6" - Bourdon's #01-102LOG36726 - \$54.60/ea.

b. Pillow 20" x 26" Lightweight poly core/vinyl pillow, flame-resistant core 100% polyester fiber, PVC coated taffeta knit cover is two layers of vinyl bonded to a tough synthetic schim, wipes clean with soap and water or properly diluted disinfectant, no not launder, Color Green or Gray Bourdon's #10-202COR27 x 14 - \$6.56/ea.

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c. Mattress - Coil, 36" x 80" Coil Count 208, see attachment A1 specifications for dormitory mattresses Bourdon's #10-303LSC03680 - \$131.25/ea.

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>

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 - Commissioner

Name: _____

Buildings & General Services

Title: _____

Title: _____

Email: _____

Email: _____

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- (1) Standard Contract
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- (3) Attachment A
- (4) Attachment A1
- (5) Attachment B

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: _____

Commissioner

Title: _____

Title: _____

Email: Buildings & General Services

Email: _____

ATTACHMENT A – STATEMENT OF WORK

1. Line Items listing product, price per each.
 - a. Mattress, Polyester core, meets or exceeds all major fire test I.E., CA Technical bulletin 117, 121, 129, 133, 603, 16 CFR 1663. Flame-retardant, 3 ply vinyl laminate cover construction with antimicrobial properties built in protect product. All seams are to be 100% sealed. Breathable vent must be resistant in water, oil, urine, blood, headlice and bedbugs. Hypoallergenic – Latex free. Thickness to be finished height of 4” – 6” polycore, durable tear-resistant ticking, easy to wipe, clean with soap and water or properly diluted disinfectant. At least 1 year warranty.
 - i. 24” x 72” x 4” - Bourdon’s #01-102LOG24724 - \$46.25/ea.
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 - c. Mattress – Coil, 36” x 80” Coil Count 208, see attachment A1 specifications for dormitory mattresses Bourdon’s #10-303LSC03680 - \$125.00/ea.
2. **WARRANTY:** Unless otherwise stated the manufacturer shall include warrantees based on commercial use, and shall extend for a minimum term of one (1) year from the date a product is available for use by the purchaser.
3. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
 - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31

October 1 to December 31	January 31
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- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
4. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. 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.
5. **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 will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.
6. **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.
7. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:
- d. **For the Contractor:**
- Name: Tina Bergeron
Phone: 800-231-5468
Email: tina@bourdons.com
- For the State:**
- Name: State of Vermont, Deb LaRose, State Purchasing Agent
Address: 109 State Street, Montpelier, VT 05633-3001
Phone: 802/828-4635
Fax: 802/828-2222
Email: Deborah.larose@vermont.gov
8. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

Life-Safety™ Comfort III Dormitory Mattress

Bourdon's Recommended mattress specification for the INSTITUTION with **quality, durability, comfort** and **safety** in mind.

Specification Two Sided Mattress

ALL SIZES AVAILABLE

36" X 76" Coil Count - 192

36" X 78" Coil Count - 200

36" X 80" Coil Count - 208

36" X 84" Coil Count - 216

38" X 75" Coil Count - 216

38" X 80" Coil Count - 234

FINISHED SIZE = EXAMPLE 36" X 80"

INNERSPRING UNIT

The Power Edge bonnell coil innerspring unit shall consist of not less than 208 coils (8 x 26) knotted construction, hourglass shaped, of not less than 13 gauge double tempered high carbon steel wire with a minimum height of 5"; a minimum of five convolutions and its ends shall be securely knotted. Coils shall have top and bottom convolutions overlapping adjacent coils; top and bottom coils and secured with helicals. Transverse row of bonnell coils shall be anchored with 17.5 gauge cross helicals and all ends shall be securely clinched or clamped. The Power Edge innerspring perimeter provides 20% firmer edge than the traditional bonnell innersprings. All coils within a given unit must be of the same gauge and coil count configuration.

There shall be a border wire of not less than 6 gauge high carbon steel around the entire perimeter of the top and bottom surfaces of the unit. End wires are to be twisted, ferruled, or butt welded. The border wire shall be attached to each outside coil with helicals of high carbon spring wire of not less than 17.5 gauge, or clipped to each coil (two clips on all four corner coils). Clips are made from cold-rolled mild steel not less than 0.030 inch thickness and not less than 7/16" wide for standard (non-articulating) mattress spring unit.

INSULATORS: PRIMARY AND SECONDARY

A permalator insulator (half perimeter size), shall be placed in the center of each spring surface and shall be wrapped around and attached securely to each border rod. The entire area of the top and bottom surfaces shall be covered with not less than Novabond JXF 175 reinforced poly-cotton upholstery insulator pad or equal. Nominal weight shall be 1.75 ounce per square foot, with a nominal thickness of .250 inches. The pad is latex/resin treated, totally impregnated pad of shredded fibers with a needle punched interior.

FILLING

The top and bottom surfaces shall have multiple layers of upholstery and be assembled as follows: The top and bottom surfaces shall have a pad weighing not less than 6 pounds with dimensions of 7/8" x thick by 39" width by 84" in length. The pad is composed of all new shredded textile clippings aka shoddy fibers and blended with low melt fibers which are manufactured through an air-lay machine and needled. The fiber is then processed through a curing over at which time the low melt fibers bond to the shoddy fibers. Once this stage is completed, the product is cooled and compressed into a firm pad. Each pad shall be wrapped around and attached securely to each border.

We then apply a layer of Luxury Support densified polyester fiber for added comfort. The polyester layer is 40" width by 84" in length by 5/8" in thickness. The Luxury Support pad is securely attached. The mattress fabrication shall be finished with one half-pound corner pads securely placed in each corner of the innerspring.

The entire unit is then encased in a layer of Celestia® mattress fire retardant barrier. Bourdon's innovative method of encapsulating the unit provides one of the highest degrees of fire redardancy available with today's technology.

BORDER

The border shall be constructed utilizing the mattress ticking and layered with a 5 3/4" wide continuous strip of Celestia® mattress fire retardant barrier that is needle punched. The entire border shall then become a pre-built one piece border vertical stitched at maximum intervals of 2 inches.

TICKING

Ticking shall be Staftex #278 FR or equal. Color Navy Blue. Ticking shall be a 210 denier nylon with a polyurethane coating. Fabric shall have a minimum weight of 4.6 ounces per square yard. Panel shall be double stitched to pre-built border with not less than 7/8" 100% polyester mattress binding tape.

Ticking shall meet the following specifications:

Antibacterial	AATCC Method 147-1988 Staphylococcus Aureus	Contact Inhibition 99%+
Antifungal	AATCC Method 30-1988 Aspergillus niger	Contact Inhibition 99%+
Primary Skin Irritation	Draize dermal Toxicity	Non-Allergenic
Flame Resistance	NFPA 701 (small scale) Cal 117	PASS PASS
Cigarette Ignition	FF4-72/16CFR,	Part 1632 PASS
Moisture Vapor Transmission	ASTM E96/BW	100 g/m2/24hrs
Hydrostatic Burst (PSI)	Federal Standard 191-5512	200 lbs.
Tear Strength	Federal Standard 191-5134 Fill 4.0 lbs.	Warp 4.0 lbs.

MACHINE STITCHING

Machine stitching shall be done with synthetic fiber thread at a rate of not less than 8 stitches per inch.

STANDARDS

Construction shall conform with the best practices of the trade, and each mattress shall comply with the flammability standards set forth in DOC-FF-4-72 (16 C.F.R. §1632) as well as with any labeling or other requirements of the Federal Government and the State in which the mattress is to be installed. In addition to the above requirements mattresses containing Celestia® mattress fire retardant barrier shall meet the requirements set forth in the US GOV standards for flammability of mattresses 16CFR §1633 and shall meet or exceed the flammability standard set forth in California TB 129

and Boston Fire Code IX-11. Manufacturers shall provide certification on company letterhead with copies of actual flammability test results from an independent testing laboratory documenting that the mattresses comply with the above standards.

When complying with Boston Fire Code IX-11 the results should be as follows with all mattresses made with Celestia® mattress fire retardant barrier.

	Results	Standard
Temperature	<114°F	none cited
Mass Loss	<4.8 lbs	6lbs Maximum
Carbon Monoxide	<755ppm	Maximum 1000ppm
Rate of Heat Release	<58Kw peak	150Kw Maximum
Total Heat Release	<9MJ	30 MJ Maximum
Light Obscuration	<2%	none cited

When complying with TB 129 the results will be as follows, when using filling material for inside the mattress and on the border:

	Results	Standard
Weight Loss at 10 minutes	<.3 of a lb	no more than 3 lbs Within the first 10 Minutes.
	Results	Standard
Peak Rate of Heat Release	<25Kw	100 Kw Maximum.
Total Heat Release at 10 minutes	<4MJ	25MJ Maximum.
Time period for Test if Less than	<5:35 minimum	Maximum 10 minutes

IDENTIFICATION

Each mattress will have a new law label attached indicating compliance with the legal requirements of the State in which it was manufactured, including the name and address of the manufacturer, and certifying that all materials are new and unused, and date stamped showing date of production and approved inspection.

PACKAGING

Each mattress shall be packaged in a sanitary enclosure.

WARRANTY

One year craftsmanship warranty.

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:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. 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.
5. Contractor shall submit invoice(s) to the State Purchaser.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment A.
7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

**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)