STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (the "State") and Central Vermont Communications Inc. DBA CVC Paging with a principal place of business in Rutland, VT (the "Contractor") that the contract between them originally dated as of July 1, 2021, Contract # 41836, as amended to date, (the "Contract") is hereby amended as follows:

- I. <u>Contract Term</u>. The Contract end date, wherever such reference appears in the Contract, shall be changed from June 30, 2023 to June 30, 2024. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- II. Attachment B, Payment Provisions. The payment provisions are amended as follows:

Section 5 of Attachment B is amended by the following:

Service Fee:

Plan Type	Statewide
Numeric	\$7.95
Alpha-Numeric	\$10.95

Pager Equipment:

Type of Pager	Make & Model	Cost Each.
Alpha-Numeric	Alpha Gold	\$109.00
Numeric	Apollo XL2000	\$79.00
Numeric	Any Motorola	\$69.00

<u>Taxes Due to the State</u>. 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.

<u>Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs)</u>. 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.

<u>Certification Regarding Suspension or Debarment</u>. 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

Revision Date: 07/19/2023

Cybersecurity Standard Update 2023-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives.

This document consists of 3 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

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Revision Date: 07/19/2023

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

STATE OF VE	RMONT	Central Vermont Communications In CVC Paging	c. DBA
Ву:		By:	
Name: Jennifer 1	M.V. Fitch	Name:	
	ner - Buildings and General Services	Title:	
Date:		Date:	

Revision Date: 07/19/2023

- 1. *Parties*. This is a contract for services between the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting (hereinafter called "State"), and Central Vermont Communications Inc. DBA CVC Paging with a principal place of business in Rutland, VT (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 services generally on the subject of Pagers and Paging Service. Detailed services to be provided by Contractor are described in Attachment A.
- 3. *Maximum Amount*. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$100,000.00.
- 4. *Contract Term.* The period of Contractor's performance shall begin on July 1, 2021 and end on June 30, 2023 with the option to renew for two additional (1) year terms.
- 5. *Prior Approvals*. This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
- 6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
- 7. *Termination for Convenience*. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
- 8. *Attachments*. This contract consists of 6 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)
 - (3) Attachment A
 - (4) Attachment B

STANDARD CONTRACT FOR SERVICES #41836

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	Title:	

STANDARD CONTRACT FOR SERVICES #41836

ATTACHMENT A – STATEMENT OF WORK

- 1. The Contractor shall provide Numeric and Alphanumeric Pagers and Paging service throughout the State of Vermont.
- 2. Contractor shall provide alpha or digital pagers that have at a minimum, time and date feature of pages received, alarm notification feature to notify when page is received, and silent mode (or vibrate). All pagers will be labeled with serial, model and cap code numbers.
- 3. Contractor shall provide Two-minute pager response time. From the time the call is put into the paging system to when the pager is alerted is guaranteed to activate within 2 minutes.
- 4. Contract shall deliver all pagers in first-class condition or will be subject to refusal. No shipping and activation fees for new pagers or for replacement pagers. No Universal Service Fund fees.
- 5. Contractor shall provide a toll-free number with 24-hour, 7 days a week, phone support for troubleshooting pager problems. Preferably, a dedicated number assigned for this contract.
- 6. Upon request, contractor shall provide a representative is required to consult with state agencies and assist them with ordering pagers with the appropriate options for intended usage.
- 7. When a malfunction is reported, contractor shall furnish a loaner or replacement unit within 24 hours of such notification.
- 8. Contractor Shall replace lost pagers for either a one-time replacement cost fee per unit or at a reduced rate for pagers that have insurance (both includes shipping).
- 9. Communication with the contractor's dispatch service shall be via a toll-free telephone line. All messages must be transcribed accurately and when requested, read back to insure accuracy.
- 10. Contractor must guarantee that all messages will be dispatched 24 hours/day, 7 days/week. All messages are to be sent out within a maximum of five (5) minutes of the time received. A record must be kept and made available for review.
- 11. All messages must be saved and be available for immediate retrieval by phone for at least 72 hours.
- **12.** Contractor shall provide resolution of billing issues within one billing cycle.

STANDARD CONTRACT FOR SERVICES #41836 ATTACHMENT B – PAYMENT PROVISIONS

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

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

Service Fee:

Basic Monthly Service fee: Includes a local pager number and basic paging services. Unlimited pages (no per call charges) included with monthly fee.

Plan Type	Statewide
Numeric	\$6.50
Alpha-Numeric	\$9.50

Optional Services:

Operator Dispatch: Unlimited for a set fee

Toll-Free Number: Provides a nationwide toll-free number

Custom Greeting: Allows customer to leave his/her own greeting for incoming pages

Voicemail: Provides the caller the ability to leave a voicemail message

Operator Dispatch	Toll Free Number	Custom Greeting	Voicemail
\$5.00	\$5.00	\$1.00	\$2.00

STANDARD CONTRACT FOR SERVICES #41836 Pager Equipment:

Type of Pager	Make & Model	Cost Each.
Alpha-Numeric	Alpha Gold	\$99.00
Numeric	Unication NP88	\$59.00
Numeric	Apollo 202	\$59.00
Numeric	Any Motorola	\$59.00

STANDARD CONTRACT FOR SERVICES #41836

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

"Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 15, 2017) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: https://bgs.vermont.gov/purchasing-contracting/forms.