

STANDARD CONTRACT FOR SERVICES

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 Remi Holdings, LLC, with a principal place of business in Charlotte, NC, (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 Equipment Maintenance Insurance. Detailed services to be provided by Contractor are described in Attachment A.

3. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$600,000.00.

4. **Contract Term.** The period of Contractor’s performance shall begin on June 1, 2023 and end on May 31, 2025 with the option for two twelve-month renewal periods.

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

6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

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

8. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

a. For the Contractor:

Name: Kristen Childers

Phone: (704) 602-0833

Email: Kristen.childers@theremigroup.com

b. For the State:

Name: Mike Kennedy

Phone: (802) 249-5058

Email: Michael.n.kennedy@vermont.gov

9. **Attachments.** This contract consists of 11 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)

Exhibit A- Eligible Equipment Types

Exhibit B- Equipment Maintenance Agreement

10. **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 B

(5) Exhibit A (Eligible Equipment Types)

(6) Exhibit B (Equipment Maintenance Agreement)

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 M.V. Fitch

Name: _____

Title: Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

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

General Performance Requirements:

1. Maintenance Management Program: The contractor shall provide satisfactory service, repair and maintenance in a timely and cost-efficient manner through an equipment maintenance management program for all office, mail, communications, security, medical/hospital, and research/laboratory, mechanical, and facilities equipment listed in Exhibit A.
2. State Agency Analysis: At the request of the using agency, the contractor shall perform an analysis of the state agency's current inventory of equipment and maintenance costs to determine coverage needs, availability and feasibility. The state agency shall develop a specific work plan with specific requirements to be achieved by the analysis including the timeframe for completion.
 - a. Upon completion of the analysis, it shall be the state agency's option to determine the equipment to be covered under the equipment maintenance management program.
3. Implementation/Transition: The contractor shall assist the state agency in coordinating implementation of the program and transition of equipment from current equipment maintenance agreements/contracts the state agencies may currently be utilizing.
4. Service Delivery Process: The contractor shall be responsible for the entire service delivery process, from dispatch to the service provider, management of the program, invoicing processing and payment by the contractor to its service providers.
5. Insurance Policies: The contractor's equipment maintenance program shall include insurance policies for specified equipment in order to provide preventive and remedial maintenance coverage for the equipment. Such insurance policies shall be underwritten by an insurance company currently licensed and authorized to do business in the State of Vermont.

Equipment Maintenance Management Program:

6. Maintenance/Repair Providers: The contractor shall provide and maintain an on-line complete list of service providers. The state agency shall select the maintenance or repair provider of their choice from the service provider list. The list provided by the contractor herein shall serve as the official service provider list.

- a. The contractor shall notify the Office of Purchasing and Contracting of all provider additions.
- b. The contractor shall notify the Office of Purchasing and Contracting of all provider deletions, including justification for the deletion.
- c. The contractor shall maintain a service provider listing which includes a wide range of service providers capable of providing full coverage on the state agencies' equipment. This will include both OEM-authorized and third party service providers.

7. Service Level Agreements: A service level agreement shall be agreed to by the contractor and the state agency that defines the specific requirements of the maintenance provisions based on the OEM or OEM-authorized and third party service provider maintenance agreement including, but not limited to the following:

- a. Equipment covered and the associated maintenance rates or premiums;
- b. Terms of coverage including start date and end date and hours and days of coverage (e.g. 24/7, 9/5, inclusion/exclusion of holidays, etc.);
- c. Maintenance service provider;
- d. Definition of excluded parts and/or consumable items;
- e. Definition and procedure for preventive maintenance including the number of preventive maintenance services calls to be minimally provided; and
- f. The service level agreement definition for preventative maintenance shall include, but not be limited to, the act of servicing (including inspecting, testing, reconditioning, cleaning, etc.) or replacing worn or damaged individual parts and components before their inevitable failure causes a total breakdown.
- g. If applicable, details as to how software maintenance will be handled. Many OEM service contracts are for both hardware and software and cannot be easily separated.
- h. Minimum response time of the service provider to remedial requests of the agency that should include 1) a required response time for initial confirmation of receipt of the service request including initial diagnosis of the problem and 2) another required response time for on-site arrival of service staff. There shall be no zone charges (extra charges if travel is far from the service center).
 - Response time shall not be greater than 72 hours from the time of request without approval of requesting agency (excluding weekends and State holidays).

8. The state reserves the right to procure excluded consumables, software and/or specified

equipment exclusions from an outside source and have readily available for the service provider. If excluded consumables are provided by the service provider, pricing for excluded consumables shall not exceed the manufacturer's then current list price.

9. Maintenance Coverage: The contractor shall provide on-site equipment maintenance during normal business hours of 7:45 AM to 4:30 PM, 5-days per week (Monday through Friday) basis (excluding state holidays).

10. Cancellation of Maintenance: The state agency reserves the right to cancel maintenance on any or all of the item(s) with thirty (30) days prior written notice to the Contractor.

11. Equipment Additions: Equipment may be added during the coverage period for any reason. All equipment must be currently under a corrective maintenance plan at the time of addition to the program. The contractor must provide detailed descriptions of pro-ration method to the state agency. Pro-rated amounts due to or from the contractor must be included in calculation of each immediately succeeding term payment.

a. The state agency shall provide the contractor a listing of equipment to be added to the program which includes the location of the equipment, a description, any applicable identification numbers (serial number, property tag number, etc), make and/or model numbers, purchase date, the date on which the equipment was placed on a service contract upon expiration of manufacturer's warranty, requested start date of coverage on requested equipment, special need for certified technicians on identified pieces of equipment and copies of current OEM or OEM-authorized or third party provider's maintenance contracts, or applicable quotes for OEM, OEM-authorized or other third party provider's maintenance contracts, whichever is applicable.

All quotes will be the responsibility of the using agency. The Office of Purchasing and Contracting will not review or approve the quotes for equipment service.

b. Any equipment coming off of warranty may be added to the program. Depending on the equipment, the contractor may be asked to provide coverage for equipment with the original manufacturers of the equipment. A quote shall be obtained from company providing service under warranty by the agency, and provided to contractor.

c. The contractor shall evaluate the equipment for inclusion to the program prior to approval of the addition. If accepted, the equipment will be added to the program by applying the contract percentage discount to a current OEM, OEM-authorized, or other third party service provider maintenance agreement or a quoted OEM, OEM-authorized or other third party service provider maintenance price. The discounted total shall represent an annual cost to be prorated monthly for the number of coverage months in the program.

d. If a current OEM, OEM-authorized or other third party maintenance contract is not in place due to equipment coming off of warranty or equipment currently being serviced is on a time and material basis, the agency is to obtain a quote from their OEM, OEM-authorized, or other third

party service provider, a copy of which is to be provided to the contractor at time of request for addition to program. The contract percentage discount shall be applied to the quote, and discounted total shall represent an annual cost to be prorated monthly for the number of coverage months in program.

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

f. If the equipment is determined to be unacceptable and unable to be covered for maintenance under this contract, the contractor is to provide written justification of reason for denial with a copy being provided to the requesting agency and the Office of Purchasing and Contracting.

g. If the contractor agrees to provide service on the requested addition(s), a listing of cost associated to each piece of equipment being added must be provided to the agency for future reference in case any equipment listed is deleted from the program prior to the end of the contract term. A mutually agreed upon start date to begin service shall be determined and the requesting agency will issue a contract change order to existing equipment purchase offer, or elect to issue a new order. If service does not begin on the first of the month, the first month will be prorated accordingly.

h. The contractor shall provide service on the added equipment upon effective date of change through the remainder of the contract term or end date of purchase order, whichever applies.

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

12. Equipment Deletions: The state agencies may delete equipment during the coverage period for any reason. The contractor shall provide detailed descriptions of pro-ration method to the state agency. Pro-rated amounts due to or from the contractor shall be included in calculation of each immediately succeeding term payment. The contractor shall not delete any equipment from the program due to poor performing equipment during the coverage period. The contractor may delete such equipment at the time of renewal of the service level agreement agreed to with the agency.

a. The state agency reserves the right to remove any piece of equipment from the program during the contract period at the agency level. The deletion will take effect when the agency has provided the contractor with 30 days prior written notice of deletion request. A listing of the equipment to be deleted, the location and description of the equipment, any applicable identification numbers (serial number, property tag number, etc.), make and/or model numbers, the date scheduled for deletion of coverage, and the monthly cost of equipment being deleted shall be provided.

b. The decreased cost will be prorated over the remaining coverage months in the program. If the effective date of deletion does not begin on the first of the month, the first month decrease will be prorated.

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

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

13. Replacement Parts: The maintenance provided shall include all replacement parts that are equal to or better than OEM specifications. Any permanent replacement of parts must be warranted per the original equipment manufacturer's specifications.

14. Rentals: The contractor shall provide for rental of substitute equipment at no additional cost to the state if maintenance or corrective repairs cannot be made within three (3) working days from the reporting of needed service or repair. The contractor shall be responsible for the delivery and pickup of all substitute equipment.

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

16. In the event of contract cancellation, transition, or termination the state agency may contract with the OEM, OEM-authorized or other third party service entity for recertification of all equipment covered under the contract at the time of cancellation, transition or termination. The state agency shall be responsible for the expense of inspection for recertification. However, the contractor shall be responsible for the expense for all equipment repairs/upgrades, which were not properly maintained as designated under the existing SLA requirements, which the OEM, OEM-authorized, or other third party service entity requires for recertification.

Support:

17. Single Point of Contact: The contractor shall function as the single point of contact for the state, regardless of any subcontract arrangements for all services.

18. Program Administrator: The contractor shall provide a program administrator(s) knowledgeable in equipment maintenance programs in order to furnish administrative, marketing, and implementation support and related services to participating agencies.

a. The contractor shall provide a complaint form for all using state agencies in order to quickly and efficiently address all state agency complaints.

b. The using agency shall be responsible for coordinating their agency's use of the contract. The State of Vermont shall not provide an on-site coordinator or contract coordinator dedicated to administering the requirements of the contract.

19. Service Call Requests: The contractor shall furnish a toll-free telephone number for purposes of state agencies requesting service.

20. Technical Assistance: The contractor shall be capable of providing OEM technical assistance when necessary to resolve equipment maintenance problems and questions at no additional cost to the State of Vermont. The contractor shall provide ability to support by telephone and online means for diagnostics and technical assistance 24/7.

21. Maintenance Records: The contractor shall maintain accurate and detailed records of maintenance and repair costs history for all covered equipment.

- a. The contractor shall make all maintenance data available at the statewide, agency, and department level. The contractor shall have the ability to submit reports electronically to the State of Vermont upon request.
- b. The contractor shall include data that would enable management decision-making such as repair or replacement of equipment, and/or supplier quality evaluation.

22. Centralized Quarterly Reports: The contractor shall submit quarterly reports to the Office of Purchasing and Contracting for the equipment managed under the program.

- a. The quarterly reports shall include all written justifications for denials of equipment additions to the program, by department, per piece of equipment.
- b. The reporting shall include a list of maintenance performed on equipment by state agency. Records of maintenance, and all associated savings, shall be maintained by the contractor for the duration of the contract in sufficient detail to determine repair and maintenance history individually and in aggregate for all covered equipment.
- c. The contractor shall allow for on-line access to reports.

23. State Agency Reports: The contractor shall provide the state agencies with quarterly reports on their equipment being serviced under this contract.

- a. The reporting shall include a detailed list of maintenance performed on equipment, per serial number, per location, by department.
- b. The contractor shall allow for on-line access to reports.

24. Invoicing/Payment: The contractor shall invoice monthly the applicable monthly premium amounts.

25. Upon the state agency's annual renewal of maintenance agreements with the contractor, if the contractor indicates an increase in the monthly premium amount for the new agreement period, said increases shall be based on the originally quoted percentage discount of the contract and a current maintenance agreement or quote from an OEM or OEM-authorized service provider that tor as provided by the state agency or department to the contractor.

SALES POINT OF CONTACT INFORMATION

Kristen Childers

11325 North Community House Rd, Suite 300 Charlotte, NC 28277

Direct: 704-602-0833 | Fax: 866-518-7847

kchilders@theremigroup.com www.theremigroup.com

ATTACHMENT B – PAYMENT PROVISIONS

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

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

Minimum Discount of 30% off the cost of the Manufacturer's Warranty for Information Technology equipment and 27% off the cost of the Manufacturer's Warranty for all other types of eligible program equipment.

**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>.



ELIGIBLE EQUIPMENT TYPES

GENERAL OFFICE

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

INFORMATION TECHNOLOGY

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

SECURITY & COMMUNICATION

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

FINANCIAL & POS

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

MEDICAL & IMAGING

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

SURGERY

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

LAW ENFORCEMENT

Breathalyzers
Defibrillators
Fingerprint Systems
In-Car Video Systems
Laptops

RESEARCH & LABORATORY

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

EYE CARE

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

DENTAL

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

FOOD SERVICE

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

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