

## STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Office of Purchasing and Contracting (hereinafter called “State”), and The Granite Group, with a principal place of business in Barre VT, (hereinafter called “Contractor”). Contractor’s form of business organization is for profit business. 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 CPS – Combination Smoke and Carbon Monoxide Detectors. 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 \$250,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on January 19, 2024, and end on January 18, 2026 with an option to renew for two (2) - 12 month terms upon mutual agreement of both parties.

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/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.

8. **Attachments.** This contract consists of 10 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

Attachment D - “State of Vermont – Federal Terms Supplement (non-construction)”

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 D - State of Vermont – Federal Terms Supplement (non-construction)
- (4) Attachment A
- (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: Jennifer M.V. Fitch

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

Title: Commissioner - Buildings and  
General Services

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

## ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Initial quantity of 3,450 Combination Smoke and Carbon Monoxide Detectors (Model BRK PRC710B)
2. Future purchases beyond the initial quantity of 3,450 Combination Smoke and Carbon Monoxide Detectors (Model BRK PRC710B)
3. All units shall meet or exceed the following specifications:
  - a. The combination smoke and carbon monoxide alarm shall be powered by a non-replaceable lithium battery with a 10-year life. The lithium battery shall be sealed in the unit to prevent removal and/or tampering and shall provide continuous power for the lifetime of the alarm.
  - b. The unit shall incorporate a photoelectric smoke sensor and an electrochemical carbon monoxide sensor. The CO sensor shall be of a fuel cell design and provide accuracy of +/- 20% + 15 PPM. The temperature operating range shall be between 40°F and 100°F (4°C and 38°C) and the humidity operating range shall be 10%-95% non-condensing relative humidity.
  - c. The alarm can be installed on the surface of any wall or ceiling following the UL/Manufacturer's approved placement guidelines. Package shall include mounting anchors and screws. The alarm shall incorporate an automatic activation feature that will activate the unit as soon as it is attached to the mounting bracket, no other steps are involved.
  - d. The alarm shall include a test button that will electronically simulate the presence of smoke and CO and cause the unit to go into both modes of alarm. This sequence tests the unit's electronics to ensure proper operation.
  - e. The CO sensor will not alarm to levels of CO below 30 PPM and will alarm in the following time range when exposed to the corresponding levels of CO.
    - i. 70 PPM CO Concentration 60 – 240 Minutes
    - ii. 150 PPM CO Concentration 10 – 50 Minutes
    - iii. 400 PPM CO Concentration 4 – 15 Minutes
  - f. The alarm shall include a piezoelectric horn that is rated at 85 decibels at 10 feet. For a CO incident, the horn will sound in the repetitive manner – 4 quick beeps, voice message "Warning! Carbon Monoxide", 4 quick beeps. In a smoke incident, the horn sounds 3 long beeps, voice message "Fire!", 3 long beeps, repeating. The red LED will flash in conjunction with the alarm sound.
  - g. The unit shall indicate a low battery condition with a brief alarm chirp every 60 seconds and LED flash once every 30 seconds. In standby condition, the LED will flash every 60 seconds for the first 10 minutes following power on or test, and once every 10 minutes thereafter. It will also flash every 10 seconds while in Hush mode.

- h. The smoke alarm shall include an End of Life Alert, where ten years after initial power-up the unit shall chirp two times every 30 seconds to indicate the alarm needs to be replaced. End of Life indication can be silenced for 3 days at a time for a maximum of 30 days. The unit shall have a deactivation switch to disable it and make it safe for disposal.
  - i. The unit shall at a minimum meet the requirements of UL217, UL 2034, NFPA 72 Standards.
4. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of ten (10) years from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
5. **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 |

- c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.
  - d. Notwithstanding the fact that any payment obligation for sales by contractor to any political subdivision or college, pursuant to “Purchasing Entities,” below, shall be solely between the political subdivision or college and the contractor, the contractor must include, in reporting to State, the figures on quantities sold by contractor to, and amounts paid to contractor by, any such political subdivisions or independent colleges.
6. **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.

7. **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.
8. **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.
9. **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:
  - e. **For the Contractor:**

|        |  |
|--------|--|
| Name:  | David Guinard  |
| Phone: | 802.661.3876   |
| Email: | <a href="mailto:dguinard@thegranitegroup.com">dguinard@thegranitegroup.com</a> |
  - f. **For the State:**

|          |  |
|----------|--|
| Name:    | State of Vermont, Bill Vivian  |
| Address: | 133 State Street, 5 <sup>th</sup> Floor, Montpelier, VT 05633-8000   |
| Phone:   | 802/261.0797   |
| Fax:     | 802/828-2222   |
| Email:   | <a href="mailto:Bill.Vivian@Vermont.gov">Bill.Vivian@Vermont.gov</a> |
10. **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 (including, but not limited to, cities, towns, and school districts) 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.

## 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.
4. **PRICING:**
  - a. Initial quantity of 3,450 Combination Smoke and Carbon Monoxide Detectors (Model BRK PRC710B) - **\$119,991.00**
  - b. Future purchases beyond the initial quantity of 3,450 Combination Smoke and Carbon Monoxide Detectors (Model BRK PRC710B) – **Manufacturer list price at the time of order less 45%**
5. **DELIVERY:** 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.
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 and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment B.
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 7, 2023**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) 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>.**

## Attachment D

### STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)

(Revision date: *July 19, 2023*)

#### **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

#### **CLEAN AIR ACT**

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **FEDERAL WATER POLLUTION CONTROL ACT**

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. **a.** Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

#### **CONTRACTOR BREACH, ERRORS AND OMISSIONS**

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.



3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

## **TERMINATION FOR CONVENIENCE**

### **1. General**

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

### **2. Contractor Obligations**

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
  - b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
  - d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.
  - e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.
  - f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.
- ### **3. Claim by Contractor**

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

### **4. Negotiation**

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not

performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement.