

State of Vermont

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

CONTRACT



Supplier 0000321375
Airgas USA, LLC
259 No. Radnor-Chester Rd
Radnor PA 19087
United States

Contract ID 0000000000000000000036882	Page 2 of 3
Contract Dates 08/01/2018 to 07/31/2021	Origin CPS
Description: CPS-COMM-MED-LAB GASES	Contract Maximum \$500,000.00
Buyer Name Deborah L LaRose	Buyer Phone 828-4635
	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

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 B
- (5) Attachment B1

Contact Information for Contractor:

Travis Allen
phone # 603-548-2554
email: Travis.allen@airgas.com

If you have any questions regarding this document please contact:

Deb LaRose, Purchasing Agent
Phone 802-828-4635,
Fax 802-828-2222
Email: deborah.larose@vermont.gov
STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Airgas USA LLC, with a principal place of business in Radnor, PA (the "Contractor") that the contract between them originally dated as of August 1, 2018, Contract # 36882, as amended to date, (the "Contract") is hereby amended as follows:

I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$200,000.00 to \$400,000.00, representing an increase of \$200,000.00.

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>

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.

STATE OF VERMONT CONTRACT 36882
AMENDMENT 2

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and Airgas, with a principal place of business in Radnor, PAE (the "Contractor") that the contract between them originally dated as of August 1, 2018, Contract # 36882, as amended to date, (the "Contract") is hereby amended as follows:

State of Vermont

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

CONTRACT



Supplier 0000321375
Airgas USA, LLC
259 No. Radnor-Chester Rd
Radnor PA 19087
United States

Contract ID 0000000000000000000000000036882		Page 1 of 3
Contract Dates 08/01/2018 to 07/31/2020		Origin CPS
Description: CPS-COMM-MED-LAB GASES		Contract Maximum \$400,000.00
Buyer Name Deborah L LaRose	Buyer Phone 828-4635	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		VARIOUS CYLINDER GASES - PER ATTACHED LIST	EA	0.01000	0.00	0.00
2		CYLINDER GAS RENTAL CHARGE PER DAY	EA	0.12000	0.00	0.00
3		CYLINDER LIQUID RENTAL CHARGE PER DAY	EA	1.85000	0.00	0.00
4		CYLINDER ULTRA HIGH PRESSURE, DAILY RENT	EA	1.00000	0.00	0.00
5		DELIVERY FEE	EA	15.00000	0.00	0.00

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Airgas USA LLC. with a principal place of business in Barre, VT, (hereinafter called "Contractor"). Contractor's form of business organization is a Limited Liability Company. 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 providing Commercial, Medical, and Laboratory Grade Gases. 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 \$200,000.00.

4. Contract Term. The period of contractor's performance shall begin on August 1, 2018 and end on July 31, 2020 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.

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 18 pages including the following attachments which are incorporated herein:

- Attachment A - Statement of Work
- Attachment B - Payment Provisions
- Attachment B1 - Price Schedule
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)

State of Vermont

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

CONTRACT



Supplier 0000321375
Airgas USA, LLC
259 No. Radnor-Chester Rd
Radnor PA 19087
United States

Contract ID 0000000000000000000036882	Page 2 of 3
Contract Dates 08/01/2018 to 07/31/2020	Origin CPS
Description: CPS-COMM-MED-LAB GASES	Contract Maximum \$400,000.00
Buyer Name Deborah L LaRose	Buyer Phone 828-4635
	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
--------	---------	-----------	-----	------------	---------	---------

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 B
- (5) Attachment B1

Contact Information for Contractor:
Dutton Vought
phone # 802-281-2337
Fax # 866-496-3468
email: Dutton.vought@airgas.com

If you have any questions regarding this document please contact:
Deb LaRose, Purchasing Agent
Phone 802-828-4635,
Fax 802-828-2222
Email: deborah.larose@vermont.gov
STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Airgas USA LLC, with a principal place of business in Radnor, PA(the "Contractor") that the contract between them originally dated as of August 1, 2018, Contract # 36882, as amended to date, (the "Contract") is hereby amended as follows:

I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$200,000.00 to \$400,000.00, representing an increase of \$200,000.00.

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>

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.

[Remainder of Page Intentionally Left Blank]

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Items 1 through 5 as identified on Page(s) 1 of the Standard Contract Form. Included on price schedule listing of product.
2. **DELIVERY TIME FRAME:** Contractor shall deliver within five (5) business days of receipt of order. The contractor shall contact the purchaser with details if the original delivery time frame cannot be adhered to.
3. **EMERGENCY DELIVERY:** With approval of the purchaser, emergency deliveries can be made 7 days a week and the actual cost of the emergency delivery added to the net price.
4. **SPECIFICATIONS:**
 - 4.1 Cylinders be compliant with the interstate Commerce Commission (ICC) and Department of Transportation (DOT) rules and regulations, complete with all fittings, valves and caps, in good working order and free of dirt, debris and rust.
 - 4.2 Purchaser may reject any delivery cylinder that show evidence of neglect or abuse or leak, which the Contractor will be replaced within 24 hours of notification at no cost to the state.
 - 4.3 Cylinders will be maintained, tested, filled, marked, labeled and shipped in accordance with ICC and DOT regulations.
 - 4.4 Cylinders will be stamped with the pressurization test expiration date.
 - 4.5 Cylinders will be legible marked by means of stenciling, stamping or labeling to identify the content by the common chemical name or mixture, with lettering height no less than ¼" and markings will not be readily removable. Each cylinder will show a legible serial number and/or barcode.
 - 4.6 Cylinders will show capacity contained within and be filled to the identified capacity. Cylinders will have an expiration date for the gas within when applicable.
 - 4.7 Medical cylinders will be labeled in accordance with USP requirements displaying acceptable technical terminology, batch and control numbers, etc. Gas purity will meet USP specifications. <http://www.usp.org/reference-standards>
 - 4.8 Purchasers have the right to reject cylinders that are defective or cosmetically unsuitable for use within a healthcare facility.
 - 4.9 Non-compliance with any or the above standards is grounds for purchaser not accepting deliveries or raising questions with the contractor and/or OPS Contract Manager.
5. **REPORTING REQUIREMENTS:** Contractors will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below. Each report must contain the following information: Contract Number; Using Department's Address, Contact Name, and Telephone Number; Product Ordered; Quantity Ordered; Quantity Shipped; and Price Charged, with totals for each product for each reporting period. We reserve the right to request additional information or to modify the reporting periods. Reporting Periods: Quarterly Reports must be submitted in accordance with the following schedule:

Reporting Period: January 1 to March 31 - Report Due April 15

Reporting Period: April 1, to June 30 - Report Due July 15
Reporting Period: July 1 to September 30 - Report Due October 15
Reporting Period: October 1 to December 31 - Report Due January 15

6. **DELIVERY:** Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the contractor.
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.

ATTACHMENT B – PAYMENT PROVISIONS

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** All pricing as outlined in pages 1 – 2 in line 1-5 of Standard Contract form.
5. Contractor shall submit invoices to the State as identified on Page(s) 1-2 of the Standard Contract Form. In accordance with Attachment B1 Price Schedule listing of product.

2018 Cylinder Gas RFP List

Price Schedule

page 1

Description	Cost per cylinder	Part #
300ppm Co2 Balance Air (K) Size CGA590	\$144.00	X02AI99C2009777
5% CO2, 20% O2, BAL N2, 200 Size	\$180.00	Z03NI7522000085
5% CO2, 20% O2, BAL N2, 200 Size	\$180.00	Z03NI7522000085
5% HYDROGEN, 95% ARGON 200 CU. FT. CYLINDER, LABORATORY GRADE	\$210.00	X02AR95C2000992
75% ARGON 25% CO2, 125 CU. FT. CYLINDER, COMMERCIAL GRADE	\$10.00	AR CD25125
75% ARGON 25% CO2, 200 CU. FT. CYLINDER, COMMERCIAL GRADE	\$15.00	AR CD25200
75% ARGON 25% CO2, 60 CU. FT. CUSTOMER OWNED CYLINDER, COMMERCIAL GRADE	\$10.00	AR CD2560
75% ARGON, 25% CO2, 278 CU. FT. CYLINDER, COMMERCIAL GRADE	\$18.00	AR CD25200
75% ARGON, 25% CO2, 375 CU. FT. CYLINDER, COMMERCIAL GRADE	\$18.00	AR CD25300
75% ARGON, 25% CO2, 375 CU. FT. CYLINDER, COMMERCIAL GRADE	\$18.00	AR CD25300
75% ARGON, 25% CO2, 55 CU. FT. CYLINDER, COMMERCIAL GRADE	\$10.00	AR CD2560
75% ARGON, 25% CO2, 60 CU. FT. CYLINDER COMMERCIAL GRADE	\$10.00	AR CD2560
75% ARGON, 25% CO2, 80 CU. FT. CYLINDER COMMERCIAL GRACE	\$12.50	AR CD2580
Acetylene AA, 5 lb.	\$175.00	AC AA3
Acetylene Ind. # 3, 300 Size	\$29.00	AC 3
Acetylene Ind. # 4, 300 Size	\$44.00	AC 4
Acetylene Ind., # 4 , 300 Size	\$44.00	AC 4
Acetylene Ind., # 4 Flat Top	\$44.00	AC 4FT
Acetylene Ind., B Size	\$19.00	AC B
Acetylene Ind., MC Size	\$15.00	AC MC
ACETYLENE SIZE 3 (CL UOM), CGA 300, CAPPED MALE	\$29.00	AC 3N300
ACETYLENE, #3, 80 CU. FT. CYLINDER, COMMERCIAL GRADE	\$29.00	AC 3
ACETYLENE, #4, 123 CU. FT. CYLINDER, COMMERCIAL GRADE	\$44.00	AC 4
ACETYLENE, #5, 367 CU. FT., CO MA 7.5 CYLINDER, COMMERCIAL GRADE	\$157.00	AC 5
ACETYLENE, 10 CU. FT. CYLINDER, COMMERCIAL GRADE, CUSTOMER OWNED	\$15.00	AC MCC
ACETYLENE, 40 CU. FT. CYLINDER, COMMERCIAL GRADE	\$19.00	AC B
AIR BREATHING, 234 CU. FT. CYLINDER, MEDICAL GRADE	\$6.00	AI USP200
AIR DRY SIZE 200	\$8.00	AI D200
Air Dry, 300 Size	\$8.00	AI D300
Air Dry, 80 Size	\$6.00	AI D80
AIR DRYSIZE 300 USP	\$8.00	AI D300
Air Ultra Zero Grade, 300 Size	\$99.00	AI Z80
Air USP Grade, 125 Size	\$5.00	AI USP125
Air USP Grade, 125 Size	\$5.00	AI USP125
Air USP Grade, 200 Size	\$7.00	AI USP200
Air USP Grade, 300 Size	\$8.00	AI USP300
Air USP Grade, 60 Size	\$6.00	AI USP60
Air USP Grade, E Size	\$5.00	AI USPE
Air USP Grade, E Size Aluminum	\$5.00	AI USPEA
Air Zero Grade, 300 Size	\$22.00	AI Z300
AIR, Ultra Zero 310 Cu Ft.	\$22.00	AI UZ300
AMETALENE 57LBS CGA 510 <<this replaces the MAPP gas>	\$62.00	AL 60
Ametalene, 6 lb. Size	\$15.00	AL 6

2018 Cylinder Gas RFP List

Price Schedule

Description	Cost per cylinder	Part #
Ammonia Anhydrous, Size 10	\$258.00	AM AH10
AMMONIA, 150 POUND CYLINDER, COMMERCIAL GRADE	\$240.00	AM AH400N240
Argon 75%, Carb. Diox. 25%, 300 Size	\$18.00	AR CD25300
Argon 75%, Carb. Diox. 25%, 40 Size	\$10.00	AR CD2540
Argon 75%, Carbon Dioxide 25%, 125 Size	\$10.00	AR CD25125
Argon 75%, Carbon Dioxide 25%, 40 Size	\$10.00	AR CD2540
Argon Ind. 60 Size	\$9.00	AR 60
Argon Ind., 125 Size	\$9.00	AR 125
Argon Ind., 150 Size	\$12.00	AR 150
Argon Ind., 200 Size	\$16.00	AR 200
Argon Ind., 300 Size	\$20.00	AR 300
Argon Ind., 40 Size	\$8.00	AR 40
Argon Prepurified, 300 Size	\$23.00	AR PP300
ARGON UHP, 5.0; SIZE: 300; VOL: 336; CGA: 580 (NEACHE). CYLINDER, COMMERCIAL GRADE	\$23.00	AR UHP300
Argon Ultra Pure, 300 Size	\$20.00	AR UPC300
Argon Ultra Pure, 80 Size	\$10.00	AR UPC80
Argon UPC Grade, 300 Size	\$20.00	AR UPC300
Argon Zero Grade, 35 Size	\$40.00	AR Z35
Argon Zero Grade, 80 Size	\$80.00	AR Z80
ARGON, 154 CU.FT. COMMERCIAL GRADE	\$12.00	AR 150
ARGON, 250 CU. FT. CYLINDER, COMMERCIAL GRADE	\$20.00	AR 300
ARGON, 99.998 PRE-PURIFIED 336 CU. FT. CYLINDER, LABORATORY GRADE	\$21.00	AR PP300
ARGON/METHANE (5%) ULTRA P-5, 223 CU. FT. CYLINDER, LABORATORY GRADE	\$190.00	X02AR95J2000286
ATOMIC ABSORPTION 330 CU. FT. CYLINDER, ACETYLENE A, MEDICAL GRADE	\$175.00	AC AA5
BA 15%CD/21%OX/NI, 200 Size	\$45.00	Z03NI6422000073
BA 2%OX/5%CD/NI, 200 Size	\$40.00	Z03NI9322000129
BA 5% CARBON DIOXIDE 10% HYDROGEN		POR
BA 5%CD/10%HY/NI, 200 Size	\$45.00	Z03NI8522000017
BA 5%CD/10%HY/NI, 200 Size	\$180.00	Z03NI8522000017
BA 5%CD/10%HY/NI, 200 Size	\$180.00	Z03NI8522000017
BA 5%CD/20%OX/NI, 200 Size	\$180.00	Z03NI7522000085
BA 5%CD/20%OX/NI, 200 Size	\$180.00	Z03NI7522000085
BA 5%CD/20%OX/NI, 200 Size	\$180.00	Z03NI7522000085
BA 5%CD/AI, 200 Size	\$45.00	Z03NI7422000083
BA 5%CD/AI, 200 Size	\$180.00	Z03NI7422000083
BA 5%CD/NI, 200 Size	\$30.00	Z02NI9522000022
BA 5%CD/NI, 200 Size	\$40.00	Z02NI9522000022
BA 5%CD/OX, 200 Size	\$40.00	Z02OX9522000043
BA 5%OX/5%CD/NI, 200 Size	\$40.00	Z03NI9022000033
BA 5%OX/5%CD/NI, 200 Size	\$45.00	Z03NI9022000033
BAC 1%CD/20%OX/NI, 200 Size	\$180.00	Z03NI7922000089
BAC 5%CD/15%OX/NI, 200 Size	\$40.00	Z03NI8522000111

2018 Cylinder Gas RFP List

Price Schedule

Description	Cost per cylinder	Part #
BAC 5%OX/10%CD/NI, 200 Size	\$40.00	Z03NI8532002183
BAC 5%OX/10%CD/NI, 200 Size	\$45.00	Z03NI8532002183
BAR 5 COMP/NI 15A	\$260.00	E05NI79B15AB35
Breathing Air, 200 Size	\$5.00	AI B200
Breathing Air, 300 Size	\$7.00	AI B300
BT 5% CD/NI, 200 Size	\$30.00	Z02NI9522000022
BT 5% CD/NI, 200 Size	\$40.00	Z02NI9522000022
Cap, High Pressure, Fine Thread	\$10.00	ACCCP800
Cap, High Pressure, Fine Thread	\$10.00	ACCCP800
Carb. Diox., Bone Dry, 200 Size Steel	\$45.00	CD BD200
Carb. Diox., Instrum. Grd., 200 Size	\$50.00	CD I200
Carb. Diox., Instrum. Grd., 200 Size Steel	\$50.00	CD I200
Carb. Diox., Instrum. Grd., 300 Size	\$70.00	CD I300
Carb. Diox., Instrum. Grd., 80 Size	\$50.00	CD I80
Carb. Diox., Research Grade, 200 Grade	\$165.00	CD R200
CARBON DIOXIDE 73LBS INDUSTRIAL GRADE, SIPHON CGA 320	\$20.00	CD 75S
Carbon Dioxide FG, 2.5 lb.	\$6.00	CD FG2.5
Carbon Dioxide FG, 20 lb.	\$9.00	CD FG20
Carbon Dioxide FG, 20 lb. Aluminum	\$9.00	CD FG20A
Carbon Dioxide FG, 50 lb.	\$14.00	CD FG50
CARBON DIOXIDE MEDICAL GRADE 50 LB.	\$22.00	CD USP50
Carbon Dioxide USP Grade, 20 Size	\$16.00	CD USP20
Carbon Dioxide USP Grade, 50 Size	\$22.00	CD USP50
Carbon Dioxide USP Grade, E Size	\$7.00	CD USPE
CARBON DIOXIDE, 20 LB. CYLINDER, COMMERCIAL GRADE	\$9.00	CD FG20
CARBON DIOXIDE, 20 LB. CYLINDER, COMMERCIAL GRADE, SIPHON	\$10.00	CD FG20S
Carbon Dioxide, 50 Size	\$14.00	CD 50
Carbon Dioxide, 50 Size Steel	\$14.00	CD 50
CARBON DIOXIDE, 5LB. CGA 320, COMMERCIAL GRADE	\$8.00	CD FG5
Carbon Dioxide, Bone Dry, 200 Size	\$45.00	CD BD200
Carbon Dioxide, USP Grade, 20 Size	\$16.00	CD USP20
Carbon Dioxide, USP Grade, 20 Size Steel	\$16.00	CD USP20
Carbon Dioxide, USP Grade, 50 Size	\$22.00	CD USP50
Carbon Dioxide, USP Grade, E Size	\$7.00	CD USPE
Carbon Monoxide, USP Grade, 35 SizeUHP only 70 liter	\$270.00	CM UHP80
CB 4%CD/16%OX/NI, E Size	\$40.00	Z03NI804ME3065
CB 5%CD/10%OX/NI, 200 Size	\$40.00	Z03NI8542000024
CB 5%CD/10%OX/NI, 200 Size	\$45.00	Z03NI8542000024
CB 5%CD/16%OX/NI, 200 Size	\$410.00	Z03NI7942000092
CERTIFIED BLOOD GAS MIX, 240 CU. FT. CYLINDER, 5% OXYGEN, 10% CARBON DIOXIDE, BALANCE	\$45.00	Z03NI8542000020
CT 0.4%OX/NI, 60 SizeSize 80 only	\$122.00	X02NI99C807005
CT 0.5%OX/AR, 35 lb.Size 35	\$162.00	X02AR99C351812
CT 0.8%OX/NI, 60 SizeSize 80 only	\$122.00	X02NI99C8046T1

2018 Cylinder Gas RFP List

Price Schedule

Description	Cost per cylinder	Part #
CT 1%BI/2.5%CD/AR, 300 Size	\$272.00	X03AR96C3000157
CT 1%CD/NI, 15 lb. Alum. Size 150A	\$134.00	X02NI99C15A1405
CT 1%NC/NI, 33 lb. Alum. SIZ 33A	\$188.00	X02NI99C33A2279
CT 10% CD/HE, 200 Size	\$190.00	X02HE90C2005123
CT 10% HY/AR, 200 Size	\$210.00	X02AR90C2003172
CT 100PPM NS/NI, 15 lb. Alum.Size 150A	\$182.00	X02NI99C15A6642
CT 15PPM ND/1000PPM OX/NI, 33 lb. Alum.SIZE 33A	\$242.00	X03NI99C33A5541
CT 2500 PPM CD/Al, 200 Size	\$140.00	X02AI99C2004790
CT 25PPM ND/1000PPM OX/NI, 33 lb. Alum. SIZE 33A	\$238.00	X03NI99C33A4705
CT 300PPM CARBON DIOXIDE BALANCE AIR SIZE 150A		POR
CT 4 COMP/NI, 33 lb. Alum.	COMPONENTS NOT SPECIFIED	POR
CT 40%NI/CD, 300 Size	\$176.00	X02CD60C30012J9
CT 5000PPM ME/NI, 15 lb. Alum.Size 150A	\$176.00	X02NI99C15A4084
CT 5PPM ND/1000PPM OX/NI, 33 lb. Alum.SIZE 33A	\$242.00	X03NI99C33A7831
CT 7% HYDROGEN, BALANCE HELIUM SIZE 300	\$228.00	X02HE93C300D652
Deuterium Research 10, 300 Ltr.	\$500.00	DT R10300LT
E2 5%ME/AR, 300 Size	\$198.00	X02AR95J3001826
EP 1000PPP ND/NI 33A	\$50.00	E02NI99E33A0016
EP 200PPM CARBON MONOXIDE, BALANCE NITROGEN SIZE 150A	\$270.00	E02NI99E15A0404
EP 20PPM NITRIC OXIDE, BALANCE NITROGEN SIZE 150A	\$295.00	E02NI99E15A0225
EP 20PPM SULFUR DIOXIDE, BALANCE NITROGEN SIZE 150A	\$296.00	E02NI99E15A0159
EP 40PPP NC/NI 33A	\$295.00	E02NI99E33A0024
EP 43PPM NITRIC OXIDE, 43PPM SULFUR DIOXIDE		POR
EP 45PPP NC/NI 33A	\$215.00	E02NI99E33A3024
Ethane CP, 10 Size		POR
Ethylene UHP Grade, 150 Size Alum.	\$150.00	EY UHP200
Helium Balloon, 300 Size	\$90.00	HE BL300
Helium Balloon, 200 Size	\$80.00	HE BL200
Helium Balloon, 200 Size	\$80.00	HE BL200
Helium Balloon, 300 Size	\$90.00	HE BL300
Helium Balloon, 40 Size	\$30.00	HE BL40
Helium Balloon, 80 Size	\$40.00	HE BL80
Helium Grade 4.8 HP, 300 Size	\$155.00	HE HP300
Helium Ind., 100 Ltr.	\$1,490.00	HE 100LT
Helium Ind., 200 Size	\$90.00	HE 200
Helium Ind., 300 Size	\$99.00	HE 300
Helium Ind., 300 Size	\$99.00	HE 300
Helium Ind., 40 Size	\$30.00	HE 40
Helium Ind., 60 Ltr.	\$990.00	HE 60LT
Helium Ind., 60 Ltr.	\$990.00	HE 60LT
Helium Ind., 60 Size	\$30.00	HE 60
HELIUM INDUSTRIAL SIZE 40	\$30.00	HE 40
HELIUM INDUSTRIAL SIZE 60	\$30.00	HE 60

2018 Cylinder Gas RFP List

Price Schedule

page 5

Description	Cost per cylinder	Part #
Helium Research Grade 6.0, 300 Size	\$199.00	HE R300
Helium UHP Grade, 200 Size	\$125.00	HE UHP200
Helium UHP Grade, 300 Size	\$185.00	HE UHP300
Helium UHP Grade, 300 Size	\$185.00	HE UHP300
Helium USP Grade, 200 Size	\$125.00	HE USP200
Helium USP Grade, 300 Size	\$185.00	HE USP300
Helium USP Grade, E Size	\$11.00	HE USPE
Helium USP Grade, E Size	\$11.00	HE USPE
HELIUM, 110 CU. FT. CYLINDER, COMMERCIAL GRADE	\$40.00	HE 80
HELIUM, 219 CU. FT. CYLINDER, COMMERCIAL GRADE	\$90.00	HE 200
Hydrogen Ind., 200 Grade	\$14.00	HY 200
Hydrogen Ind., 300 Grade	\$20.00	HY 300
Hydrogen Ind., 300 Size	\$20.00	HY 300
Hydrogen Research Grade, 300 Size	\$155.00	HY R300
Hydrogen Research Grade, 300 Size	\$155.00	HY R300
Hydrogen UHP Grade, 200 Size	\$50.00	HY UHP200
Hydrogen UHP Grade, 200 Size	\$50.00	HY UHP200
Hydrogen UHP Grade, 300 Size	\$70.00	HY UHP300
Hydrogen UHP Grade, 300 Size	\$70.00	HY UHP300
HYDROGEN, 197 CU. FT. CYLINDER, COMMERCIAL GRADE	\$14.00	HY 200
INM 10% HY/NI, 200 Size	\$40.00	NI HY10200
INM 16% CD/AR, 125 Size	N/A	AR CD161251
INM 16% CD/AR, 300 Size	N/A	AR CD16300
INM 16% CD/AR, 40 Size	N/A	AR CD1640
INM 2.5% CD/7.5% AR/HE, 300 Size	\$99.00	GG HBTRI300
INM 35% CD/NI, 300 Size		POR
INM 5% HY/NI, 200 Size	\$40.00	NI HY5200
INM 5% HY/NI, 300 Size	\$60.00	NI HY5300
INM 5%HY/NI, 300 Size	\$60.00	NI HY5300
LD 0.3%CM/0.5%NE/21%OX/NI, 200 Size	\$110.00	Z04NI7852003012
LD 0.3%CM/0.5%NE/21%OX/NI, 200 Size	\$110.00	Z04NI7852003012
LD 0.3%CM/10%HE/21%OX/NI, 200 Size	\$400.00	Z04NI6852003016
LD 0.3%CM/10%HE/21%OX/NI, 200 Size	\$400.00	Z04NI6852003016
LD 4 COMP/NI, 200 Size	\$210.00	Z04NI39520051P0
Liq. Argon 230 LT, 230 PSI	\$350.00	AR 230LT230
LIQUID ARGON UHP GR 5.0 230 LTRS 230 PSI	\$350.00	AR UHP230LT230
LIQUID NITROGEN 160LTRS, 22 PSI	\$50.00	NI 160LT22
LIQUID NITROGEN 230LTRS 22PSI	\$80.00	NI 230LT22
LIQUID NITROGEN, 240L LIQUID NITROGEN, LN 240L VOL: 5904. CYLINDER, COMMERCIAL GRADE, CAT.	\$80.00	NI 230LT230
LIQUID NITROGEN, 4500 CU. FT. CONTAINER, COMMERCIAL GRADE, LOW PRESSURE.	\$60.00	NI 180LT22
LIQUID OXYGEN 230 LITRES 230 PSI, 4920 CF, COMMERCIAL GRADE	\$70.00	OX 230LT230
LIQUID OXYGEN USP 160LTRS 230PSI	\$75.00	OX USP160LT230

2018 Cylinder Gas RFP List

Price Schedule

Description	Cost per cylinder	Part #
LIQUID OXYGEN, 4500 CU. FT. 235 PSI, COMMERCIAL GRADE	\$60.00	OX 180LT230
MAPP GAS 30 LB. COMMERCIAL GRADE, CGA 510		POR
MAPP GAS 67LBS CGA 510		POR
Methane CP Grade 2.5, 300 Size	\$92.00	ME CP300
Methane CP Grade 2.5, 300 Size	\$92.00	ME CP300
Methane CP Grade 2.5, 300 Size	\$92.00	ME CP300
Methane Research Grade, 300 Size	\$575.00	ME R300
Methane UHP Grade Size 80 Q size	\$150.00	ME UHP80
Methane UHP Grade, 300 Size	\$199.00	ME UHP300
NITROGEN (GC) 99.999 PREPURE GRADES 4-5, 300 CU. FT. CYLINDER, LABORATORY GRADE		POR
Nitrogen 160 Ltr., 22 PSI	\$50.00	NI 160LT22
Nitrogen 160 Ltr., 230 PSI	\$55.00	NI 160LT230
Nitrogen 180 Ltr., 22 PSI	\$60.00	NI 180LT22
Nitrogen 180 Ltr., 230 PSI	\$65.00	NI 180LT230
Nitrogen 230 Ltr., 22 PSI	\$80.00	NI 230LT22
Nitrogen 230 Ltr., 230 PSI	\$80.00	NI 230LT230
Nitrogen High Purity, 6K Size	\$90.00	NI HP6K
Nitrogen HP Grade, 300 Size	\$40.00	NI HP300
Nitrogen Ind., 125 Size	\$4.50	NI 125
Nitrogen Ind., 150 Size	\$5.00	NI 150
Nitrogen Ind., 150 Size	\$5.00	NI 150
Nitrogen Ind., 180 Ltrs., 22 PSI	\$60.00	NI 180LT22
Nitrogen Ind., 20 Size	\$4.50	NI 20
Nitrogen Ind., 20 Size	\$4.50	NI 20
Nitrogen Ind., 200 Size	\$6.00	NI 200
Nitrogen Ind., 230 Ltrs., 22 PSI	\$80.00	NI 230LT22
Nitrogen Ind., 230 Ltrs., 230 PSI	\$80.00	NI 230LT230
Nitrogen Ind., 300 Size	\$8.00	NI 300
Nitrogen Ind., 40 Size	\$5.00	NI 40
Nitrogen Ind., 40 Size	\$5.00	NI 40
Nitrogen Ind., 60 Size	\$6.00	NI 60
Nitrogen Ind., 80 Size	\$7.00	NI 80
NITROGEN INDUSTRIAL GRADE, SIZE 120	\$4.50	NI 125
NITROGEN INDUSTRIAL GRADE, SIZE 200	\$6.00	NI 200
NITROGEN INDUSTRIAL GRADE, SIZE 80	\$7.00	NI 80
NITROGEN INDUSTRIAL SIZE 40 CUSTOMER OWNED CGA 580	\$5.00	NI 40C
Nitrogen NF Grade, 300 Size	\$9.00	NI NF300
Nitrogen NF Grade, 40 Size	\$5.00	NI NF40
Nitrogen NF Grade, 60 Size	\$6.00	NI NF60
Nitrogen NF Grade, 80 Size	\$7.00	NI NF80
Nitrogen NF Grade, E Size	\$5.00	NI NFE
NITROGEN Pre pureP GR 4.8 SIZE 300 CGA 580		POR
Nitrogen Raw Material		POR

2018 Cylinder Gas RFP List

Price Schedule

Description	Cost per cylinder	Part #
Nitrogen Research Grade, 300 Size	\$106.00	NI R300
Nitrogen Research Grade, 300 Size	\$106.00	NI R300
Nitrogen Research Grade, 80 Size	\$100.00	NI R80
NITROGEN UHP 5.0 SZ: CYLINDER CGA: 580 (NEA) VOL: 0 #NI5.0-300	\$105.00	NI UHP 300
NITROGEN UHP GR 5.0 SIZE 300 BATCH ANALYSIS CGA 580		POR
Nitrogen UHP Grade, 10 lb.	\$56.00	NI UHP20
Nitrogen UHP Grade, 10 lbs.	\$28.00	NI UHP10
Nitrogen UHP Grade, 300 Size	\$10.00	NI UHP300
Nitrogen UHP Grade, 300 Size	\$10.00	NI UHP300
Nitrogen UHP Grade, 80 Size	\$10.00	NI UHP80
Nitrogen, NF Grade, 300 Size	\$9.00	NI NF300
Nitrogen, NF Grade, 40 Size	\$5.00	NI NF40
Nitrogen, NF Grade, E Size	\$5.00	NI NFE
Nitrogen,UHP Grade 99.999, 80 CU FT CYLINDER	\$10.00	NI UHP80
Nitrous Oxide USP Grade, 56 lbs.	\$75.00	NS USP56
NITROUS OXIDE, 56 CU. FT. CYLINDER, MEDICAL GRADE	\$75.00	NS USP56
OX UHP Grade, 300 Size Certified	\$80.00	OX UHP300
OXOxygen Ind., 125 Size	\$5.00	OX 125
Oxygen Extra Dry, 200 Size	\$75.00	OX ED200
Oxygen Ind., 125 Size	\$5.00	OX 125
Oxygen Ind., 150 Size	\$6.00	OX 150
Oxygen Ind., 20 Size	\$4.00	OX 20
Oxygen Ind., 20 Size	\$4.00	OX 20
Oxygen Ind., 200 Size	\$6.00	OX 200
Oxygen Ind., 300 Size	\$7.00	OX 300
Oxygen Ind., 40 Size	\$4.00	OX 40
Oxygen Ind., 80 Size	\$6.00	OX 80
OXYGEN MEDICAL USP SIZE BA	\$10.00	OX USPBA
Oxygen Research Grade, 300 Size	\$195.00	OX R300
Oxygen UHP Grade, 300 Size	\$80.00	OX UHP300
Oxygen UHP Grade, 300 Size Certified	\$175.00	OX UHP300CT
Oxygen USP Grade, 125 Size	\$6.00	OX USP125
Oxygen USP Grade, 125 Size	\$6.00	OX USP125
Oxygen USP Grade, 200 Size	\$8.00	OX USP200
Oxygen USP Grade, 300 Size	\$9.00	OX USP300
Oxygen USP Grade, 60 Size	\$3.50	OX USP60
Oxygen USP Grade, D Size Alum.	\$2.55	OX USPD
Oxygen USP Grade, E Size	\$2.65	OX USPE
Oxygen USP Grade, E Size Alum.	\$2.65	OX USPE
Oxygen USP Grade, E Size Alum.	\$2.65	OX USPEA
OXYGEN USP SIZE EA, WITH WALK-O2-ABOUT REG	\$3.95	OX USPEAWBDS
OXYGEN, 10 CU. FT. CYLINDER, MEDICAL GRADE, SIZE "D"	\$2.55	OX USPPA
OXYGEN, 125 CU. FT. CYLINDER, COMMERCIAL GRADE	\$5.00	OX 125
OXYGEN, 125 CU. FT. CYLINDER, MEDICAL GRADE	\$6.00	OX USP125

2018 Cylinder Gas RFP List

Price Schedule

Description	Cost per cylinder	Part #
OXYGEN, 20 CU. FT. CYLINDER, COMMERCIAL GRADE, CUSTOMER OWNED	\$4.00	OX 20C
OXYGEN, 20 CU. FT. CYLINDER, MEDICAL GRADE, SIZE "E"	\$2.65	OX USPE
OXYGEN, 251 CU. FT. CYLINDER, COMMERCIAL GRADE	\$6.00	OX 200
OXYGEN, 251 CU. FT. CYLINDER, MEDICAL GRADE	\$8.00	OX USP200
OXYGEN, 337 CU. FT. CYLINDER, COMMERCIAL GRADE	\$7.00	OX 300
OXYGEN, 337 CU. FT. CYLINDER, MEDICAL GRADE	\$9.00	OX USP300
OXYGEN, 40 CU. FT. CYLINDER, COMMERCIAL GRADE, CUSTOMER OWNED	\$4.00	OX 40C
OXYGEN, 55 CU. FT. CYLINDER, COMMERCIAL GRADE, CUSTOMER OWNED	\$5.00	OX 60C
OXYGEN, 80 CU. FT. CYLINDER, COMMERCIAL GRADE	\$6.00	OX 80
OXYGEN, 80 CU. FT. CYLINDER, COMMERCIAL GRADE, CUSTOMER OWNED	\$6.00	OX 80C
OXYGEN, UHP 300 CU. FT. CYLINDER, LABORATORY GRADE	\$80.00	OX UHP300
P-10 METHANE/ARGON MIX, 242 CU. FT. CYLINDER, MEDICAL GRADE		POR
PF 26%OX/NI, E Size		POR
PRE-PURIFIED HYDROGEN, 216 CU. FT. CYLINDER, COMMERCIAL GRADE	\$14.00	HY 200
PRE-PURIFIED HYDROGEN, 97 CU. FT. CYLINDER, COMMERCIAL GRADE	\$30.00	HY PP80
PRE-PURIFIED NITROGEN, 125 CU. FT. CYLINDER, COMMERCIAL GRADE	\$60.00	HY 125
PRE-PURIFIED NITROGEN, 228 CU. FT. CYLINDER, COMMERCIAL GRADE	\$14.00	HY 200
PROPANE 33LB. FORKTRUCK TANK	\$20.00	PR 33
PROPANE 33LBS, VAPOR	\$20.00	PR 33V
Propane Ind., 20 lb.	\$15.00	PR 20
Propane Ind., 20 lb.	\$18.00	PR 30
Propane Ind., 30 lb.	\$20.00	PR 33
PROPYLENE, AG FUEL, 27 POUND CYLINDER, COMMERCIAL GRADE	\$32.00	PP 25
PROPYLENE, AG FUEL, 5 POUND CYLINDER, COMMERCIAL GRADE	\$26.00	PP 5
PROPYLENE, AG FUEL, 63 POUND CYLINDER, COMMERCIAL GRADE	\$135.00	PP 60
PS 10%CD/NI, 80 Size	\$184.00	X02NI90P800060
PS 50%NI/HE, 300 Size	\$312.00	X02HE50P3005097
STANDARD NITROGEN, 304 CU. FT. CYLINDER, COMMERCIAL GRADE	\$8.00	NI 300
STARGON, 345 CU. FT. CYLINDER, COMMERCIAL GRADE		POR
Sulfur Hexafluoride CP, 80 Size	\$300.00	SH CP80
SYPHONATED CARBON DIOXIDE, 50 LB. CYLINDER, COMMERCIAL GRADE	\$12.00	CD 50S
UN 5% HYDROGEN BALANCE ARGON SIZE 20		POR
USP 30% OX/NI, 200 Size		POR
USP 30%OX/NI, 200 Size		POR
USP 5%CD/OX 1900 PSIG, 200 Size	\$10.00	OX USPCD5200
USP 5%CD/OX 1900 PSIG, 200 Size	\$150.00	Z02OX9512000000
USP 5%CD/OX, E Size		POR
USP 5%CD/OX, E Size		POR
Delivery	\$15.00	
High Pressure Cylinder Daily Rent	\$0.12	
Liquid Can Daily Rent	\$1.85	
Ultra High Pressure Cylinder Daily Rent	\$1.00	

**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)