

# State of Vermont

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

# CONTRACT



**Supplier 0000375451**  
**Impact Fire Services, LLC**  
**552 Avenue D Suite 20**  
**Williston VT 05495**  
**USA**

<b>Contract ID</b> 0000000000000000000000000037726		<b>Page</b> 1 of 3
<b>Contract Dates</b> 01/09/2019 to 01/08/2021		<b>Origin</b> CP
<b>Description:</b> CP-FIRE EXTINGUISHERS & SRVCS		<b>Contract Maximum</b> \$220,000.00
<b>Buyer Name</b> William A Vivian Jr.	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		FIRE EXTINGUISHERS AND RELATED EQUIPMENT	EA	0.01000	0.00	0.00
2		FIRE EXTINGUISHER SERVICES	EA	0.01000	0.00	0.00

### STATE OF VERMONT STANDARD CONTRACT FOR SERVICES

- Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and FireProtec Fire and Safety with a principal place of business in Colchester, Vermont, (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.
- Subject Matter.** The subject matter of this contract is services generally on the subject of providing, inspecting, and maintaining various types of fire extinguishers in the buildings owned by the State of Vermont. Detailed services to be provided by Contractor are described in Attachment A.
- 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 \$200,000.00
- Contract Term.** The period of contractor's performance shall begin on January 9, 2017 and end on January 8, 2019 with option to renew for two (2) one year periods.
- 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.
- 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.
- Cancellation.** This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.
- Attachments.** This contract consists of 15 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 07/01/2016)
- 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

[Original Contract Number History: 33079 - This original contract term was the standard two year contract with two - 12 month options. Contract 33079 expired on January 8, 2019 while attempting to execute CO#1. A waiver to extend the contract was sought and obtained on January 22, 2019. The waiver extended the contract to January 8, 2020. It was found during the attempted extension and subsequent waiver process, that the vendor had been acquired and a name change occurred. Because of this, a Novation was done resulting in new contract number 37726. On February 4, 2019 this Novation was signed and executed. This Novation also Incorporated new attachment C dated 12/15/2017]

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STATE OF VERMONT  
CONTRACT AMENDMENT 1

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services (the "State") and FireProtec Fire and Safety, with a principal place of business in Colchester VT (the "Contractor") that the contract between them originally dated as of January 1, 2019, 37726, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from January 8, 2020 to January 8, 2021.

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

STATE OF VERMONT  
CONTRACT AMENDMENT #2

It is hereby agreed by and between the State of Vermont, Office Of Purchasing and Contracting (the "State") and Impact Fire Services LLC, with a principal place of business in Williston, VT(the "Contractor") that the contract between them originally dated as of CONTRACT START DATE, Contract # NUMBER, 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 \$110,000.00 to \$220,000.00, representing an increase / a decrease of \$110,000.00.

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.

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**Phone #:**

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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. 2, all provisions of the Contract remain in full force and effect.

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

**By the STATE of VERMONT**

**By the CONTRACTOR**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Christopher Cole

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

**Commissioner**

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

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

**Buildings & General Services**

Email: \_\_\_\_\_

Email: \_\_\_\_\_

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- 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 \$200,000.00
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(1) Standard Contract  
(2) Attachment C (Standard Contract Provisions for Contracts and Grants)  
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[Original Contract Number History: 33079 - This original contract term was the standard two year contract with two - 12 month options. Contract 33079 expired on January 8, 2019 while attempting to execute CO#1. A waiver to extend the contract was sought and obtained on January 22, 2019. The waiver extended the contract to January 8, 2020. It was found during the attempted extension and subsequent waiver process, that the vendor had been acquired and a name change occurred. Because of this, a Novation was done resulting in new contract number 37726. On February 4, 2019 this Novation was signed and executed. This Novation also Incorporated new attachment C dated 12/15/2017]

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I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from January 8, 2020 to January 8, 2021.

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

### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

STATE OF VERMONT  
DEPARTMENT OF BUILDINGS & GENERAL SERVICES  
OFFICE OF PURCHASING & CONTRACTING  
NOVATION AND AMENDMENT

It is hereby agreed by and among the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), Fireprotec Vendor ID # 000967, a Corporation with a principal place of business in Colchester, VT (hereinafter called "Contractor") and FirePro Tec Fire & Safety Equipment Vendor ID# 375451, a Corporation with a principal place of business in Williston, VT (hereinafter called "Contractor"), that the Contractor intends to assume all of the rights, benefits, duties and obligations of Fireprotec Vendor ID # 000967, under the Contract between the State and Fireprotec Vendor ID # 000967, dated as of January 9, 2017 Contract # 33079, as amended to date (the "Contract"), and that the Contract is hereby amended as follows:

- I. Novation. The State and Fireprotec Vendor ID # 000967, hereby effect the novation of the Contract (the "Novation") to substitute the Contractor for Fireprotec Vendor ID # 000967, for all purposes of the Contract. The State hereby consents to such Novation. Contractor hereby accepts the Novation and assumes all rights, benefits, duties, undertakings, liabilities and obligations of Fireprotec Vendor ID # 000967 under the Contract.

Fireprotec Vendor ID # 000967 hereby releases the State from the State's undertakings, obligations, duties and liabilities with respect to Fireprotec Vendor ID # 000967 under the Contract following the effective date of this Novation.

Contractor shall furnish to the State a new certificate of insurance consistent with the coverages required under the Contract and properly endorsed with coverage for claims or occurrences for the entire contract period.

- II. Amendment. The Contract is hereby amended to replace all references in the Contract to Fireprotec Vendor ID # 000967 with references to FirePro Tec Fire & Safety Equipment Vendor ID# 375451.
- III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C dated 12/15/2017 attached to this Amendment.
- IV. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from 01/08/2019 to 01/08/2020. The Contract Term may be renewed for one additional one-year period at the discretion of the State.
- V. Effective Date. The effective date of this Novation and amendment shall be January 22, 2019.

- VI. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and 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.
  
- VII. 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.
  
- VIII. Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this Novation and amendment 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.

Contractor further certifies under pains and penalties of perjury that, as of the date that this Novation and 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>

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

For State administrative purposes, upon signing of this Novation and amendment, the contract number will be changed to 37726 with an unpaid balance of \$110,000.00.

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

**STATE OF VERMONT**

Fireprotec Vendor ID # 000967

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Christopher Cole

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

**Title:** BGS Commissioner

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

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

FirePro Tec Fire & Safety Equipment  
Vendor ID# 375451

**By:** \_\_\_\_\_

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

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

**Date:** \_\_\_\_\_

## ATTACHMENT A

### STATEMENT OF WORK: FIRE EXTINGUISHERS AND RELATED SERVICES

1. Contractor shall furnish all labor, materials, tools and equipment in performing all operations in connection with the annual inspections, hydrostatic testing, maintenance, recharging and repairs to all agency-owned fire extinguishers at the various locations within Vermont.
  - 1.1. Contractor shall be factory authorized to perform repair, maintenance, and inspection of fire extinguishers or fire protection systems on equipment listed. Only authorized factory parts shall be used.
  - 1.2. All repairs, service, testing, and certification shall be accomplished in a professional manner, in strict accordance with these specifications and all applicable standards and regulations.
  - 1.3. All repairs shall be pre-approved by the designated site contact person. Contractor shall contact each location forty-eight (48) hours in advance before testing that location to ensure that all fire extinguishers are made available for such inspection.
  - 1.4. Contractor shall be responsible for providing replacement extinguishers of equal size and type, at each site, while authorized repairs are completed.
  - 1.5. Contractor shall be responsible for providing each designated site contact person with the serial number of any fire extinguisher(s) removed from the site for repairs and / or any other reason. All fire extinguishers shall be returned to their proper location(s) prior to submission of invoice(s) for payment.
  - 1.6. All repairs and replacement of authorized parts shall be new and the installation shall be in accordance with the manufacturer's recommended procedures and all applicable NFPA-10 standards.
  - 1.7. Contractor shall guarantee all material and workmanship for a period of one (1) year, only after acceptance by the using agency.
  - 1.8. Upon completion of repairs and testing, the equipment contractor shall tag the equipment in accordance with all applicable NFPA-10 standards.
  - 1.9. Contractor is prohibited from disposing of any Ozone Depleting Substances by direct release into the atmosphere. The contractor shall employ recycling and other conservation practices consistent with State of Vermont and the Federal Governmental standards.
  - 1.10. EXTINGUISHERS: All extinguishers provided by contractor shall meet the latest applicable NFPA-10 standards.
  - 1.11. CARBON DIOXIDE EXTINGUISHERS: The price per unit for all annual maintenance, recharging, and hydrostatic testing shall include the installation of the proper HMIS label, UN DOT label, replacement of tamper seals, the replacement of the extinguisher pull pin, and recharging. In addition, the price for all Carbon Dioxide Extinguishers shall include a Conductivity Test on all hose assemblies. If the hose assembly passes the

Conductivity Test, a Conductivity Label shall be affixed to the hose as described in NFPA-10, Sec. 4-4.1.2.

1.12. DRY CHEMICAL: The price per unit, for annual maintenance, recharging, six-year (6) maintenance, and hydrostatic testing shall include the installation of the proper HMIS label, UN DOT label, replacement of tamper seals, replacement of the extinguisher pull pin, and recharging. No additional charges for these items shall be allowed.

1.13. HALON 1211 EXTINGUISHERS: The price per unit for annual maintenance, recharging, six-year (6) maintenance and hydrostatic testing shall include the installation of the proper HMIS label, UN DOT label, replacement of tamper seals, replacement of the extinguisher pull pin, and recharging. No additional charges for these items shall be allowed.

In addition, the price per Six-Year (6) maintenance or hydrostatic testing of any Halon1211 fire extinguisher shall include the reclamation fee and price per pound of additional Halon1211. (No fully discharged Halon1211 extinguisher shall be recharged without prior approval from the agency-designated contact and upon determination of necessity of Halon1211, as the fire extinguishing agent.)

1.14. FIRE EXTINGUISHERS, PARTS AND ACCESSORIES: Pricing is based on a specified discount from a manufacturer's published price list, in effect at time of order.

1.15. All service prices shall include any and all items including recharging that is required to put the extinguisher back into service.

1.16. All safety pins, plastic tags, service tags, required six year labeling, mechanical inscribing, required records of maintenance, transportation fees relocating, mounting, extinguishers requiring retagging, and mounting of related signage shall be resolved by contractor at no additional charge to the customer.

2. Reporting requirements: Contractors shall 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. The state reserves 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

3. 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.

4. Vendor Contact Information:

Todd Buffum  
FireProtec Fire and Safety  
Tel: 1-802-497-6991  
Fax: 802-655-5835  
Email: [tbuffum@Fireprotec.com](mailto:tbuffum@Fireprotec.com)

5. If you have any questions regarding this document, please contact:

State of Vermont  
Office of Purchasing & Contracting  
Brian Berini  
Tel. 802-828-2217  
Email: [brian.berini@Vermont.gov](mailto:brian.berini@Vermont.gov)

## **ATTACHMENT B**

### **PAYMENT PROVISIONS: FIRE EXTINGUISHERS AND RELATED SERVICES**

The State shall pay the Contractor an amount not to exceed \$200,000.00 for Extinguishers, Parts and Services identified in Attachment A, as follows:

#### **1. FIRE EXTINGUISHERS:**

Pricing is based on manufacturer's list price in effect at time of order.

Carbon dioxide: less 53%

Dry chemical: less 55%

Dry chemical Purple K: less 55%

ABC or multi-purpose:

2.5 lb ABC: less 40%

5 lb ABC: less 55%

10 lb ABC: less 55%

20 lb ABC: less 55%

Pressurized water extinguishers:

2.5 pressurized water: less 48%

2.5 with anti-freeze charge: less 48% & charge

Watermist stored extinguishers: less 30%

Wet chemical "kitchen use", 6 liters: less 48%

Clean agent fire extinguisher: less 48%

#### **2. FIRE EXTINGUISHER PARTS AND ACCESSORIES:**

Ansul brackets - current list price less 40%.

Category 10 parts: less 15%

#### **3. FIRE EXTINGUISHER SERVICES:**

Contractor shall apply a 15% discount on all of their established service and labor pricing. Pricing listed below represents the discounted price of 15%.

Note: pricing for teardowns and hydrostatic testing shall include the refill price.

Minimum site service call fee of \$40.00 shall be applied to the following billing circumstances:

1. Customer site annual service calls where the total of billable charges for inspections, services, parts, and new purchases, is less than the \$40.00 minimum. In such a case the customer shall be billed a flat \$40.00 minimum fee in lieu of the individual service charges.
2. Customer site annual service calls where the customer has multiple sites beyond a 1-mile radius requiring travel to these specific site locations and one or more sites has billable charges for inspections, services, parts, and new purchases, is less than the \$40.00 minimum. In such a case the customer sites with less than \$40.00 in charges shall be billed a flat \$40.00 minimum fee in lieu of the individual service charges.
3. Customer requested site service calls where the total of billable charges for the work requested is less than the \$40.00 minimum. In such a case the customer site shall be billed a flat \$40.00 minimum fee in lieu of the individual service charges

Minimum site service call fee of \$40.00 shall not apply under the following conditions:

1. Customer site annual service calls where multiple agency sites are located within a 1-mile radius and scheduled for service during the same service call. I.e. the Waterbury State Office complex where the contractor may schedule an annual maintenance involving numerous agency sites within the same complex. In such cases the agency shall be billed only for services rendered at the contract rates without the minimum fee applied.
2. Regularly scheduled service calls to State Agency customer locations. Contractor shall arrange by mutual agreement for regular stops (service calls) to primary agency sites where service work is collected. I.e. BGS primary regional locations where a monthly service call is done to check for service work such as refills and repairs. In such cases where the work performed at such a stop is less than \$40.00 no minimum service charges shall be applied and the customer shall be billed for services rendered at contract rates.

Only the halon 1211 annual inspection services are made part of this contract. No other halon1211 service is offered as these extinguishers should be replaced with newer environmentally preferable extinguishers whenever the six-year maintenance, hydro testing or recharging is required.

**INSPECT, HYDROSTATIC TEST, PERFORM SIX YEAR MAINTENANCE AND REPAIR OF FIRE EXTINGUISHERS, AT VARIOUS LOCATIONS WITHIN THIS DISTRICT. Note: Unless otherwise notated, prices for 6-year maintenance shall include any & all items including recharging, required to put the extinguisher back into service.**

**CARBON DIOXIDE**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	4	\$3.50	N/A	\$31.45	\$14.00
2	5	\$3.50	N/A	\$32.30	\$14.90
3	10	\$3.50	N/A	\$36.65	\$19.20
4	15	\$3.50	N/A	\$38.85	\$21.40
5	20	\$3.50	N/A	\$43.30	\$25.90
6	30	\$3.50	N/A	N/A	N/A
7	50	\$3.50	N/A	\$72.25	\$44.20

**DRY CHEMICAL FIRE EXTINGUISHER**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5	\$3.50	\$12.55	\$24.65	\$12.55
2	5	\$3.50	\$16.55	\$28.50	\$16.15
3	6	\$3.50	\$17.30	\$29.55	\$17.30
4	10	\$3.50	\$18.50	\$34.45	\$22.10
5	20	\$3.50	\$22.95	\$51.40	\$39.10

**PURPLE K DRY CHEMICAL FIRE EXTINGUISHER**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5	\$3.50	\$12.95	\$25.40	\$12.95
2	5	\$3.50	\$16.15	\$30.45	\$18.00
3	6	\$3.50	\$17.30	\$32.20	\$19.65

**ABC**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5	\$3.50	\$12.55	\$24.65	\$12.55
2	5	\$3.50	\$16.15	\$28.50	\$16.15
3	10	\$3.50	\$18.50	\$34.45	\$22.10
4	20	\$3.50	\$22.95	\$51.40	\$39.30

**PRESSURIZED WATER EXTINGUISHER**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5 Pressurized Water	\$3.50	N/A	\$23.80	\$11.50
2	2.5 w/Anti-Freeze	\$3.50	\$27.20*	\$12.35**	\$58.25

**\*ANTI-FREEZE REQUIRES ANNUAL TEARDOWN & INTERNAL EXAMINATION**

**\*\*ANTI-FREEZE AGENT REPLACEMENT NOT REQUIRED AT TEST UNLESS AGENT IS FOUND TO BE UNACCEPTALBE. PRICE LISTED IS FOR THE TEST ONLY.**

**WATER MIST EXTINGUISHER**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5	<b>\$3.50</b>	N/A	<b>\$30.60</b>	<b>\$18.30</b>

**WET CHEMICAL “KITCHEN USE”**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	6 liter	<b>\$3.50</b>	N/A	<b>\$87.15</b>	<b>\$74.80</b>

**CLEAN AGENT EXTINGUISHER**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	5	<b>\$3.50</b>	<b>\$29.35**</b>	<b>\$41.60</b>	<b>\$23.80/lb*</b>
2	9	<b>\$3.50</b>	<b>\$38.10**</b>	<b>\$50.40</b>	<b>\$23.80/lb*</b>
3	13	<b>\$3.50</b>	<b>\$50.60**</b>	<b>\$62.80</b>	<b>\$23.80/lb*</b>

**HALON 1211**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5	<b>\$3.50</b>	N/A	N/A	N/A
2	5	<b>\$3.50</b>	N/A	N/A	N/A
3	9	<b>\$3.50</b>	N/A	N/A	N/A
4	10	<b>\$3.50</b>	N/A	N/A	N/A
5	13	<b>\$3.50</b>	N/A	N/A	N/A
6	20	<b>\$3.50</b>	N/A	N/A	N/A
7	25	<b>\$3.50</b>	N/A	N/A	N/A
8	150	<b>\$50.00</b>	N/A	N/A	N/A

**\*CLEAN AGENT RECHARGE BASED ON POUNDS USED AT LISTED PRICE PER POUND**

**\*\*CLEAN AGENT 6 YEAR AND TEST DOES NOT INCLUDE ADDITIONAL AGENT TO FILL IF UNIT IS BELOW PROPER FILL LEVEL AT TIME OF SERVICE.**

**NOTE: ALL SAFETY PINS, PLASTIC TAGS, SERVICE TAGS, REQUIRED SIX YEAR LABELING, MECHANICAL INSCRIBING, REQUIRED RECORDS OF MAINTENANCE, TRANSPORTATION FEES RELOCATING, MOUNTING, EXTINGUISHERS REQUIRING RETAGGING, AND MOUNTING OF RELATED SIGNAGE SHALL BE RESOLVED AT NO ADDITIONAL CHARGE TO THE CUSTOMER.**

4. Payment terms: Net 30 Days.

5. The VISA Purchasing Card may be used as a form of payment under this contract.

6. The State shall not be responsible for any unauthorized expenses or services incurred and/or performed by the Contractor. All invoices must have the contract number on the invoice.

7. The quoted schedule of rates and pricing shall remain in effect for the initial contract period of two years. There will be no adjustments for fuel or other costs which are subject to change.

**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)

# CONTRACT

## State of Vermont

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



**Vendor ID 0000000967**  
**Fireprotec**  
**226 S Oak Circle Dr**  
**Colchester VT 05446**  
**USA**

<b>Contract ID</b> 0000000000000000000033079		<b>Page</b> 1 of 2
<b>Contract Dates</b> 01/09/2017 to 01/08/2019		<b>Origin</b> CP
<b>Description:</b> CP-FIRE EXTINGUISHERS & SRVCS		<b>Contract Maximum</b> \$200,000.00
<b>Buyer Name</b> Smith, Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #: 802-655-7070**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		FIRE EXTINGUISHERS AND RELATED EQUIPMENT	EA	0.01000	0.00	0.00
2		FIRE EXTINGUISHER SERVICES	EA	0.01000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

#### STATE OF VERMONT STANDARD CONTRACT FOR SERVICES

- Parties.** This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereinafter called "State"), and FireProtec Fire and Safety with a principal place of business in Colchester, Vermont, (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.
- Subject Matter.** The subject matter of this contract is services generally on the subject of providing, inspecting, and maintaining various types of fire extinguishers in the buildings owned by the State of Vermont. Detailed services to be provided by Contractor are described in Attachment A.
- 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 \$200,000.00
- Contract Term.** The period of contractor's performance shall begin on January 9, 2017 and end on January 8, 2019 with option to renew for two (2) one year periods.
- 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.
- 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.
- Cancellation.** This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.
- Attachments.** This contract consists of 15 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 07/01/2016)
- 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

# CONTRACT

## State of Vermont

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



**Vendor ID 000000967**  
**Fireprotec**  
**226 S Oak Circle Dr**  
**Colchester VT 05446**  
**USA**

<b>Contract ID</b> 0000000000000000000033079	<b>Page</b> 2 of 2	
<b>Contract Dates</b> 01/09/2017 to 01/08/2019	<b>Origin</b> CP	
<b>Description:</b> CP-FIRE EXTINGUISHERS & SRVCS	<b>Contract Maximum</b> \$200,000.00	
<b>Buyer Name</b> Smith,Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #: 802-655-7070**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Christopher Cole

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

Title: Commissioner  
Buildings & General Services

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_

**STATEMENT OF WORK: FIRE EXTINGUISHERS AND RELATED SERVICES**

1. Contractor shall furnish all labor, materials, tools and equipment in performing all operations in connection with the annual inspections, hydrostatic testing, maintenance, recharging and repairs to all agency-owned fire extinguishers at the various locations within Vermont.
  - 1.1. Contractor shall be factory authorized to perform repair, maintenance, and inspection of fire extinguishers or fire protection systems on equipment listed. Only authorized factory parts shall be used.
  - 1.2. All repairs, service, testing, and certification shall be accomplished in a professional manner, in strict accordance with these specifications and all applicable standards and regulations.
  - 1.3. All repairs shall be pre-approved by the designated site contact person. Contractor shall contact each location forty-eight (48) hours in advance before testing that location to ensure that all fire extinguishers are made available for such inspection.
  - 1.4. Contractor shall be responsible for providing replacement extinguishers of equal size and type, at each site, while authorized repairs are completed.
  - 1.5. Contractor shall be responsible for providing each designated site contact person with the serial number of any fire extinguisher(s) removed from the site for repairs and / or any other reason. All fire extinguishers shall be returned to their proper location(s) prior to submission of invoice(s) for payment.
  - 1.6. All repairs and replacement of authorized parts shall be new and the installation shall be in accordance with the manufacturer's recommended procedures and all applicable NFPA-10 standards.
  - 1.7. Contractor shall guarantee all material and workmanship for a period of one (1) year, only after acceptance by the using agency.
  - 1.8. Upon completion of repairs and testing, the equipment contractor shall tag the equipment in accordance with all applicable NFPA-10 standards.
  - 1.9. Contractor is prohibited from disposing of any Ozone Depleting Substances by direct release into the atmosphere. The contractor shall employ recycling and other conservation practices consistent with State of Vermont and the Federal Governmental standards.
  - 1.10. EXTINGUISHERS: All extinguishers provided by contractor shall meet the latest applicable NFPA-10 standards.
  - 1.11. CARBON DIOXIDE EXTINGUISHERS: The price per unit for all annual maintenance, recharging, and hydrostatic testing shall include the installation of the proper HMIS label, UN DOT label, replacement of tamper seals, the replacement of the extinguisher pull pin, and recharging. In addition, the price for all Carbon Dioxide Extinguishers shall include a Conductivity Test on all hose assemblies. If the hose assembly passes the

Conductivity Test, a Conductivity Label shall be affixed to the hose as described in NFPA-10, Sec. 4-4.1.2.

1.12. DRY CHEMICAL: The price per unit, for annual maintenance, recharging, six-year (6) maintenance, and hydrostatic testing shall include the installation of the proper HMIS label, UN DOT label, replacement of tamper seals, replacement of the extinguisher pull pin, and recharging. No additional charges for these items shall be allowed.

1.13. HALON 1211 EXTINGUISHERS: The price per unit for annual maintenance, recharging, six-year (6) maintenance and hydrostatic testing shall include the installation of the proper HMIS label, UN DOT label, replacement of tamper seals, replacement of the extinguisher pull pin, and recharging. No additional charges for these items shall be allowed.

In addition, the price per Six-Year (6) maintenance or hydrostatic testing of any Halon1211 fire extinguisher shall include the reclamation fee and price per pound of additional Halon1211. (No fully discharged Halon1211 extinguisher shall be recharged without prior approval from the agency-designated contact and upon determination of necessity of Halon1211, as the fire extinguishing agent.)

1.14. FIRE EXTINGUISHERS, PARTS AND ACCESSORIES: Pricing is based on a specified discount from a manufacturer's published price list, in effect at time of order.

1.15. All service prices shall include any and all items including recharging that is required to put the extinguisher back into service.

1.16. All safety pins, plastic tags, service tags, required six year labeling, mechanical inscribing, required records of maintenance, transportation fees relocating, mounting, extinguishers requiring retagging, and mounting of related signage shall be resolved by contractor at no additional charge to the customer.

2. Reporting requirements: Contractors shall 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. The state reserves 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

3. 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.

4. Vendor Contact Information:

Robert Gauthier  
FireProtec Fire and Safety  
Tel: 1-800-322-7999, ext. 104  
Fax: 802-655-5835  
Email: [RGauthier@Fireprotec.com](mailto:RGauthier@Fireprotec.com)

5. If you have any questions regarding this document, please contact:

State of Vermont  
Office of Purchasing & Contracting  
Steve Smith  
Tel. 802-828-4681  
Email: [Steven.smith@Vermont.gov](mailto:Steven.smith@Vermont.gov)

## ATTACHMENT B

### **PAYMENT PROVISIONS: FIRE EXTINGUISHERS AND RELATED SERVICES**

The State shall pay the Contractor an amount not to exceed \$200,000.00 for Extinguishers, Parts and Services identified in Attachment A, as follows:

#### **1. FIRE EXTINGUISHERS:**

Pricing is based on manufacturer's list price in effect at time of order.

Carbon dioxide: less 53%

Dry chemical: less 55%

Dry chemical Purple K: less 55%

ABC or multi-purpose:

2.5 lb ABC: less 40%

5 lb ABC: less 55%

10 lb ABC: less 55%

20 lb ABC: less 55%

Pressurized water extinguishers:

2.5 pressurized water: less 48%

2.5 with anti-freeze charge: less 48% & charge

Watermist stored extinguishers: less 30%

Wet chemical "kitchen use", 6 liters: less 48%

Clean agent fire extinguisher: less 48%

#### **2. FIRE EXTINGUISHER PARTS AND ACCESSORIES:**

Ansul brackets - current list price less 40%.

Category 10 parts: less 15%

#### **3. FIRE EXTINGUISHER SERVICES:**

Contractor shall apply a 15% discount on all of their established service and labor pricing. Pricing listed below represents the discounted price of 15%.

Note: pricing for teardowns and hydrostatic testing shall include the refill price.

Minimum site service call fee of \$40.00 shall be applied to the following billing circumstances:

1. Customer site annual service calls where the total of billable charges for inspections, services, parts, and new purchases, is less than the \$40.00 minimum. In such a case the customer shall be billed a flat \$40.00 minimum fee in lieu of the individual service charges.
2. Customer site annual service calls where the customer has multiple sites beyond a 1-mile radius requiring travel to these specific site locations and one or more sites has billable charges for inspections, services, parts, and new purchases, is less than the \$40.00 minimum. In such a case the customer sites with less than \$40.00 in charges shall be billed a flat \$40.00 minimum fee in lieu of the individual service charges.
3. Customer requested site service calls where the total of billable charges for the work requested is less than the \$40.00 minimum. In such a case the customer site shall be billed a flat \$40.00 minimum fee in lieu of the individual service charges

Minimum site service call fee of \$40.00 shall not apply under the following conditions:

1. Customer site annual service calls where multiple agency sites are located within a 1-mile radius and scheduled for service during the same service call. I.e. the Waterbury State Office complex where the contractor may schedule an annual maintenance involving numerous agency sites within the same complex. In such cases the agency shall be billed only for services rendered at the contract rates without the minimum fee applied.
2. Regularly scheduled service calls to State Agency customer locations. Contractor shall arrange by mutual agreement for regular stops (service calls) to primary agency sites where service work is collected. I.e. BGS primary regional locations where a monthly service call is done to check for service work such as refills and repairs. In such cases where the work performed at such a stop is less than \$40.00 no minimum service charges shall be applied and the customer shall be billed for services rendered at contract rates.

Only the halon 1211 annual inspection services are made part of this contract. No other halon1211 service is offered as these extinguishers should be replaced with newer environmentally preferable extinguishers whenever the six-year maintenance, hydro testing or recharging is required.

**INSPECT, HYDROSTATIC TEST, PERFORM SIX YEAR MAINTENANCE AND REPAIR OF FIRE EXTINGUISHERS, AT VARIOUS LOCATIONS WITHIN THIS DISTRICT. Note: Unless otherwise notated, prices for 6-year maintenance shall include any & all items including recharging, required to put the extinguisher back into service.**

**CARBON DIOXIDE**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	4	\$3.50	N/A	\$31.45	\$14.00
2	5	\$3.50	N/A	\$32.30	\$14.90
3	10	\$3.50	N/A	\$36.65	\$19.20
4	15	\$3.50	N/A	\$38.85	\$21.40
5	20	\$3.50	N/A	\$43.30	\$25.90
6	30	\$3.50	N/A	N/A	N/A
7	50	\$3.50	N/A	\$72.25	\$44.20

**DRY CHEMICAL FIRE EXTINGUISHER**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5	\$3.50	\$12.55	\$24.65	\$12.55
2	5	\$3.50	\$16.55	\$28.50	\$16.15
3	6	\$3.50	\$17.30	\$29.55	\$17.30
4	10	\$3.50	\$18.50	\$34.45	\$22.10
5	20	\$3.50	\$22.95	\$51.40	\$39.10

**PURPLE K DRY CHEMICAL FIRE EXTINGUISHER**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5	\$3.50	\$12.95	\$25.40	\$12.95
2	5	\$3.50	\$16.15	\$30.45	\$18.00
3	6	\$3.50	\$17.30	\$32.20	\$19.65

**ABC**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5	\$3.50	\$12.55	\$24.65	\$12.55
2	5	\$3.50	\$16.15	\$28.50	\$16.15
3	10	\$3.50	\$18.50	\$34.45	\$22.10
4	20	\$3.50	\$22.95	\$51.40	\$39.30

**PRESSURIZED WATER EXTINGUISHER**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5 Pressurized Water	\$3.50	N/A	\$23.80	\$11.50
2	2.5 w/Anti-Freeze	\$3.50	\$27.20*	\$12.35**	\$58.25

**\*ANTI-FREEZE REQUIRES ANNUAL TEARDOWN & INTERNAL EXAMINATION**

**\*\*ANTI-FREEZE AGENT REPLACEMENT NOT REQUIRED AT TEST UNLESS AGENT IS FOUND TO BE UNACCEPTABLE. PRICE LISTED IS FOR THE TEST ONLY.**

**WATER MIST EXTINGUISHER**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5	\$3.50	N/A	\$30.60	\$18.30

**WET CHEMICAL "KITCHEN USE"**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	6 liter	\$3.50	N/A	\$87.15	\$74.80

**CLEAN AGENT EXTINGUISHER**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	5	\$3.50	\$29.35**	\$41.60	\$23.80/lb*
2	9	\$3.50	\$38.10**	\$50.40	\$23.80/lb*
3	13	\$3.50	\$50.60**	\$62.80	\$23.80/lb*

**HALON 1211**

	Capacity	Annual Inspection	6 yr Maint.	Hydrostatic Testing	Recharge only
1	2.5	\$3.50	N/A	N/A	N/A
2	5	\$3.50	N/A	N/A	N/A
3	9	\$3.50	N/A	N/A	N/A
4	10	\$3.50	N/A	N/A	N/A
5	13	\$3.50	N/A	N/A	N/A
6	20	\$3.50	N/A	N/A	N/A
7	25	\$3.50	N/A	N/A	N/A
8	150	\$50.00	N/A	N/A	N/A

**\*CLEAN AGENT RECHARGE BASED ON POUNDS USED AT LISTED PRICE PER POUND**

**\*\*CLEAN AGENT 6 YEAR AND TEST DOES NOT INCLUDE ADDITIONAL AGENT TO FILL IF UNIT IS BELOW PROPER FILL LEVEL AT TIME OF SERVICE.**

**NOTE: ALL SAFETY PINS, PLASTIC TAGS, SERVICE TAGS, REQUIRED SIX YEAR LABELING, MECHANICAL INSCRIBING, REQUIRED RECORDS OF MAINTENANCE, TRANSPORTATION FEES RELOCATING, MOUNTING, EXTINGUISHERS REQUIRING RETAGGING, AND MOUNTING OF RELATED SIGNAGE SHALL BE RESOLVED AT NO ADDITIONAL CHARGE TO THE CUSTOMER.**

4. Payment terms: Net 30 Days.

5. The VISA Purchasing Card may be used as a form of payment under this contract.

6. The State shall not be responsible for any unauthorized expenses or services incurred and/or performed by the Contractor. All invoices must have the contract number on the invoice.

7. The quoted schedule of rates and pricing shall remain in effect for the initial contract period of two years. There will be no adjustments for fuel or other costs which are subject to change.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED JULY 1, 2016**

**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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in the event that 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

**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 the 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:**

**A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

**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 the 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 the 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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

**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. Certification Regarding Use of State Funds:** In the case that 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.

**24. Conflict of Interest:** Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

**25. 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.

**26. 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.

**27. 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.

**28. Termination:** In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- 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. No Implied Waiver of Remedies:** A 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.

**29. 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.

**30. 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.

**31. 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.

**32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)