

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Office of Purchasing and Contracting (hereinafter called “State”), and Hard Wired Auto Electronics LLC, with a principal place of business in Waterville VT, (hereinafter called “Contractor”). Contractor’s form of business organization is limited liability company. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of Vehicle Upfitting Services. Detailed requirements to be provided by Contractor are described in Attachment A.
3. **Maximum Amount.** In consideration of the commodities to be provided by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$250,000.00.
4. **Contract Term.** The period of contractor’s performance shall begin on May 1, 2023 and end on April 30, 2025 with an option to renew for up to two additional twelve-month periods.
5. **Prior Approvals.** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.
6. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
7. **Termination/Cancellation/Rejection.** The State specifically reserves the right upon written notice to immediately terminate the contract or any portion thereof at no additional cost to the State, providing, in the opinion of its Commissioner of Buildings and General Services, the products supplied by Contractor are not satisfactory or are not consistent with the terms of this Contract. The State also specifically reserves the right upon written notice, and at no additional cost to the State, to immediately terminate the contract for convenience and/or to immediately reject or cancel any order for convenience at any time prior to shipping notification.
8. **Attachments.** This contract consists of 10 pages including the following attachments which are incorporated herein:
 - Attachment A - Statement of Work
 - Attachment B - Payment Provisions
 - Exhibit A – Price List
 - Attachment C – “Standard State Provisions for Contracts and Grants” a preprinted form (revision date 12/15/2017)

9. **Order of Precedence.** Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment B
- (5) Exhibit A – Price List

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:
Date: _____
Signature: Jennifer M. V. Fitch
Name: BGS Commissioner
Title: _____

By the Contractor:
Date: _____
Signature: _____
Name: _____
Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Section A

a. Parts/Equipment/Hardware:

- i. Setina rear wire cargo partition or approved equal.
- ii. A setina double vertical gun rack with handcuff style locks mounted to the partition or an approved equal.
- iii. Setina horizontal sliding window tall man xl-partition, model pt10xl or approved equal.
- iv. Setina metal window barriers, vertical, or approved equal.
- v. Havis 24 inch flat console, model mtc-vs-0618-inut or approved equal.
- vi. Havis brother pocket jet printer mount, model mt-c-pm-124 mounted in above console
- vii. Havis console side mnt arm rest, model mt-c-arm-102 or approved equal.
- viii. Havis dual12v power outlet, model mtclp2 or approved equal.
- ix. Havis mic clips, model mtmc or approved equal.
- x. Havis mic clip brackets, model mtcmcb or approved equal.
- xi. Havis 4" dual console mnt cup holder, model mtccup2i or approved equal.
- xii. Havis faceplates: cencom, xtl2500, remote tk780h, watch gaurd 4re, various blanks 1" & 1.5", 2", 3 or approved equal.
- xiii. Havis charge guard or approved equal.
- xiv. Westin push bumper, model 36-2125 with 36-6005w2 or approved equal.
- xv. Whelen ion lights – blue/white on push bumper
- xvi. Whelen 100 watts speaker and bracket, to be mounted to the push bumper on driver's side.
- xvii. Whelen ion lights -blue/white inside rear windows – provided by customer.
- xviii. Whelen mirro beam lights – blue/white – provided by customer.
- xix. Whelen strip lights x2 – blue/red – rear hatch – provided by customer.
- xx. Shark fin multi wired antenna - provided by the customer.
- xxi. Liberty lightbar with quick disconnect bracket and core siren – provided by the customer.
- xxii. Front, side and rear emergency lights – provided by the customer.
- xxiii. Red and White dome light to be added in roof headliner between drivers and passengers seats.

b. Vehicle Upfitting Services

- i. Labor for Parts/Equipment/Hardware supplied by customer.
- ii. Labor for Parts/Equipment/Hardware supplied by contractor.

c. Section B

- i. Parts
- ii. Hardware/Equipment
- iii. Service

2. **WARRANTY:** Each product purchased hereunder shall include a manufacturer’s written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.

3. **REPORTING REQUIREMENTS:** Contractor will be required to submit quarterly product sales report to the Purchasing Agent pursuant to the schedule below detailing the purchasing of all items under this Contractor. Contractor’s reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
 - a. The reports shall be an excel spreadsheet transmitted electronically to the Purchasing Agent.
 - b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

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

4. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.

5. **QUALITY:** All products will be new and unused. All products provided by the Contractor must meet all federal, state, and local standards for quality and safety requirements. Products not meeting the requirements of this section will be deemed unacceptable and returned to the Contractor for credit at no charge to the State.

6. **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.

7. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

e. **For the Contractor:**

Name: Jesse Hanley
Phone: 802.644.8470
Email: jesse@hardwiredautoelectronics.com

f. **For the State:**

Name: State of Vermont, Bill Vivian
Address: 133 State Street, Montpelier, VT 05633-8000
Phone: 802/261.0797
Fax: 802/828-2222
Email: Bill.Vivian@Vermont.gov

8. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent.
4. **PRICING:**
 - a. Section A
 - i. Parts/Equipment/Hardware
 1. Parts/Equipment/Hardware – Not to exceed 10% markup from MSRP or manufacturers list price in effect at the time of order.
 - ii. Labor for Parts/Equipment/Hardware supplied by customer – \$70.00 per hour
 - iii. Labor for Parts/Equipment/Hardware supplied by contractor – \$70.00 per hour
 - b. Section B
 - i. Parts – Contractor shall provide its full catalog of parts at 0% off manufacturers list price.
 - ii. Hardware/Equipment - Contractor shall provide its full catalog of parts at 0% off manufacturers list price.
 - iii. Service – Service and/or installation of equipment provided by ordering entity or provided by contractor - \$70.00 per hour.
5. **DELIVERY:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
6. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment B.

7. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.

8. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

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

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

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s.com



ACTIVITY	QTY	RATE	AMOUNT
Antenna Cable/Conn. 3/4" Brass Mount 0-1000 MHz, 3/4" Brass Mount Antenna Cable	2	19.80	39.60
Labor - In House In House Labor, Hourly	1	70.00	70.00
Sales Setina PK0123ITU202ND Cargo Area Rear Partition #12VS Stationary Window Vinyl Coated Expanded Metal *FOR USE WITH: -2nd Row Seat	1	579.00	579.00
Labor - In House In House Labor, Hourly	2	70.00	140.00
Sales Setina GK10342UHK Dual T-Rail Mount with 2 Universal XL Locks and Handcuff Key Override	1	529.00	529.00
Labor - In House In House Labor, Hourly	1.50	70.00	105.00
Sales Setina PK1130ITU20TM #10XL Horizontal Sliding Window Coated Polycarbonate XL Panel Partition TM (Tall Man)	1	989.00	989.00
Labor - In House In House Labor, Hourly	1.50	70.00	105.00
Sales Setina WK0514ITU20 Window Barrier VS Steel Vertical	1	319.00	319.00
Labor - In House In House Labor, Hourly	0.50	70.00	35.00
Sales Havis C-VS-0618-INUT 2020-2023 Ford Interceptor Utility Specific High Flat Console	1	628.00	628.00

All past due invoices will be subject to a finance charge of 2% per month.
If you have any questions concerning this invoice, contact Jesse Hanley, (802) 644-8470,
jesse@hardwiredautoelectronics.com

THANK YOU FOR YOUR BUSINESS!

ACTIVITY	QTY	RATE	AMOUNT
Sales Havis C-PM-124 Brother PocketJet Printer Mount For Ford Interceptor Utility	1	258.00	258.00
Labor - In House In House Labor, Hourly	2.50	70.00	175.00
Sales Havis Accessories - C-ARM-102 Side Mount Armrest, C-MCB Mic Clip Bracket (2), C-MC Mic Clip (2), CUP2-1001 Self-Adjusting Double Cup Holder	1	231.00	231.00
Labor - In House In House Labor, Hourly	1	70.00	70.00
Sales Havis C-LP-2 Console Accessory Bracket Kit With 2 Lighter Plug Outlets	1	57.00	57.00
Part Face Plates - C-EB40-CCS-1P, C-EB25-XTL-1P, C-EB30-TK7-1P, C-EB20-WGD-1P	1	136.00	136.00
Havis C-FP-05 / C-FP-25 Havis Filler Plate .5" to 2.5"	1	13.00	13.00
Labor - In House In House Labor, Hourly	1	70.00	70.00
Sales Havis CG-X ChargeGuard-Select	1	107.00	107.00
Labor - In House In House Labor, Hourly	1	70.00	70.00
Sales ProGard PB47UIN20HD HD Push Bumper	1	585.00	585.00
Sales ProGard 3PBP472007, Push Bumper Bracket for 2 Whelen Ion Lights	1	81.00	81.00
Whelen I2E Whelen Ion Universal Mount DUO, Blue/White	2	136.50	273.00
Labor - In House In House Labor, Hourly	2.50	70.00	175.00
Whelen SA315P 100 Watt Siren Speaker with Siren Speaker Mounting Bracket	1	210.00	210.00
Labor - In House In House Labor, Hourly Install Proved Whelen Lighting Specified in Section A	1.50	70.00	105.00
Labor - In House In House Labor, Hourly	8	70.00	560.00
Service Car Delivery to Colchester VT	1	125.00	125.00