

STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Department of Buildings and General Services (hereinafter called “State”), and TFS Inc. dba The Farmyard Store, with a principal place of business in Derby, VT, (hereinafter called “Contractor”). Contractor’s form of business organization is a corporation. It is Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is services generally on the subject of traffic equipment rentals. 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 \$75,000.00.

4. **Contract Term.** The period of contractor’s performance shall begin on September 15, 2023 and end on September 14, 2025 with an option to renew for two twelve-month terms upon mutual agreement of both parties.

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

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

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

8. **Attachments.** This contract consists of 11 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

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

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

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

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) State of Vermont – Federal Terms Supplement (non-construction)
- (4) Attachment A
- (5) Attachment B

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By the Contractor:

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer M.V. Fitch

Name: _____

Commissioner - Buildings and
General Services

Title: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

- 1. Traffic Equipment Rentals
 - a. Available Equipment and Pricing Table

Category	Model	Daily Rental Fee	Weekly Rental Fee	Monthly Rental Fee
Traffic Signal	PTL2.3X	\$235.00	\$799.00	\$2,350.00
Changeable Message Sign	Wanco Full Matrix	\$125.00	\$245.00	\$650.00
Changeable Message Sign	SolarTech Full Matrix	\$125.00	\$245.00	\$650.00
Arrow Board	Wanco	\$85.00	\$205.00	\$350.00
Arrow Board	SolarTech	\$85.00	\$205.00	\$350.00

- b. Rental Fee Requirements
 - i. In the event a daily rental becomes a weekly rental, or a weekly rental becomes a monthly rental, the rental shall be rated as the extension occurs, i.e. the rental is for 3 days, yet the equipment is kept for a week, at the end of the week, the records are changed to reflect the weekly rental rate, so that the rental rate is always the exact rate of rental. If a rental, by the day or weekly, exceeds the 8-hour per day period, the daily rental rate divided by 8 will get the hourly rental rate to be added.
 - ii. Rental rates shall be pro-rated based on the actual rental commencement date.
 - iii. For equipment picked up at a rental facility, rental starts when equipment leaves yard and ends when the equipment is returned to rental facility.
 - iv. For equipment being delivered to a job location, the rental period begins at the time of delivery and ends when the Purchasing Entity provides a date when the Contractor shall pick up the equipment. The Purchasing Entity must provide a minimum of twenty-four (24) hour notification to the Contractor, allowing adequate time for the Contractor to coordinate pick-up. Failure to pick up the equipment, with proper notification, shall not result in an additional charge to the Purchasing Entity, nor holds the Purchasing Entity responsible for any damages that may occur.
 - v. Rental rates do not accrue during equipment downtime.
 - vi. Rental rates are not subject to availability.
 - vii. Rental rates shall remain firm and are not subject to change due to job conditions.
 - viii. No additional charges may apply for setup and training.

c. Equipment Transportation Costs

Maintenance District	Delivery Add-on Cost	Pickup Add-on Cost
District 1	\$550.00	\$550.00
District 2	\$500.00	\$500.00
District 3	\$450.00	\$450.00
District 4	\$450.00	\$450.00
District 5	\$175.00	\$175.00
District 6	\$175.00	\$175.00
District 7	\$210.00	\$210.00
District 8	\$150.00	\$150.00
District 9	\$150.00	\$150.00

- i. Transportation costs shall only apply when the Contractor performs delivery and/or pickup services.

2. EQUIPMENT REQUIREMENTS

- a. Industry Standards: Except as contained herein, the specifications for this contract shall be those set forth for traffic control equipment as understood and accepted within the industry across the nation.
- b. Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes, to include Federal, State, local, DOT, etc.
- c. All equipment must be in good working order and clean condition when picked up or delivered. If the equipment is not what the Purchasing Entity requested, or not mechanically and/or cosmetically sound, the Purchasing Entity has the right to refuse the equipment at the time of delivery or pick-up and shall document the reason in detail at the time of refusal. The documentation of the refusal is to be copied to the Purchasing Entity and the Contractor. Any charges incurred due to the rejected delivery will be the full responsibility of the Contractor.
- d. Equipment shall come fully fueled and lubricated and be ready for use at the time of pick-up or delivery. The Purchasing Entity shall be responsible for fueling and maintaining the equipment during the rental period and prior to pick-up or delivery back to the bidder. The Purchasing Entity is responsible for providing the equipment back to the Contractor in as same as condition when received, at the end of the rental period.
- e. All equipment must be delivered with a Pre-Delivery Inspection (PDI) check list indicating that all pre-delivery checks have been performed; that all equipment, gauges, etc., are in operational order and ready for immediate use by the Purchasing Entity. The Contractor must perform their own PDI per the manufacturer's instructions, or to subcontract the PDI. Contractor must also ensure, prior to delivery that all fluids at

maximum levels, tire pressures to be at factory recommended levels, lights and switches in working order, etc. Any equipment delivered without the PDI checklist will not be accepted.

- f. Contractor shall replace any parts, in the event of mechanical failure. The Purchasing Entity will immediately notify the Contractor of the mechanical failure, and the Contractor shall respond within two (2) hours to notify the Purchasing Entity with a timeframe in which the equipment will be fixed. If downtime will be four (4) or more hours, the Contractor shall provide a replacement piece of equipment, that is equal to or better than what is rented, for the remainder of the rental period or until the original equipment is repaired and returned. If a replacement equipment is provided, the Contractor shall not invoice the Purchasing Entity at a different rental price than what is already established.
 - g. Contractor shall be responsible for any repairs relating to the equipment except those proven to be caused by the Purchasing Entity.
 - h. Contractors shall accept all financial responsibility of the rental of the equipment to be rented and shall not obligate an additional signing of any supplemental agreement with the manufacturer of the equipment or any financial institution.
3. **WARRANTY:** The Contractor warrants all products/equipment and related services furnished hereunder will be free from defects in design, materials, and workmanship; and will conform in all respects to the terms of this contract including any specifications or standards.
4. **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.

5. **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.
6. **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.
7. **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.
8. **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:	Nathan Hamblett
Phone:	(802) 766-2714
Email:	accounting@thefarmyardstore.com
 - f. **For the State:**

Name:	State of Vermont, Kyle Emerson
Address:	133 State Street, 5 th Floor, Montpelier, VT 05633-8000
Phone:	(802) 249-7394
Fax:	(802) 828-2222
Email:	kyle.emerson@vermont.gov
9. **Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”) according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an “Additional Purchaser”). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this

Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

ATTACHMENT B – PAYMENT PROVISIONS

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

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. All invoices are to be rendered by the Contractor on the vendor's standard billhead and forwarded directly to the institution or agency ordering materials and shall specify the address to which payments will be sent. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.
4. **PRICING:** 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.
5. Contractor shall submit invoice(s) to the requesting Agency.
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, Contractor will, retroactively invoice the State within 30 days after each monthly rental period or after the daily or weekly rental period has ended, in accordance with the rates specified in Attachment A.
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.

**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>.

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

(Revision date: *July 19, 2023*)

PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

CLEAN AIR ACT

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

FEDERAL WATER POLLUTION CONTROL ACT

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

CONTRACTOR BREACH, ERRORS AND OMISSIONS

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

TERMINATION FOR CONVENIENCE

1. General
 - a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.

- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

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

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

3. Claim by Contractor

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

4. Negotiation

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