

**CONTRACT**



**Vendor ID 0000200694**  
**EZ Way Inc**  
**PO Box 89**  
**Clarinda IA 51632**  
**USA**

<b>Contract ID</b> 000000000000000000000000032125	<b>Page</b> 1 of 5
<b>Contract Dates</b> 10/01/2016 to 10/01/2019	<b>Origin</b> CPS
<b>Description:</b> CPS-SMART STANDS & ACCESS.	<b>Contract Maximum</b> \$20,000.00
<b>Buyer Name</b> Deborah L LaRose	<b>Buyer Phone</b> 828-4635
<b>Contract Status</b> Approved	

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		400 LB. SMART STAND WITHOUT SCALE, STANDARD	EA	3,568.00000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10-YEAR FRAME WARRANTY, 3-YEAR COMPONENT WARRANTY, 3 POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI-PINCH FEATURE, 24-HOUR SERVICE HOTLINE, TWO BATTERIES, REMOTE CHARGER, MEDIUM DELUXE SLING. EZ WAY S400PN-03				
2		400 LB. SMART STAND WITH SCALE	EA	4,388.00000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, WEIGHT OVERLOAD PROTECTION, WEIGHT RECALL, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10-YEAR FRAME WARRANTY, 3-YEAR COMPONENT WARRANTY, 3-POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS, COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI-PINCH FEATURE, 24-HOUR SERVICE HOTLINE, TWO BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ WAY S400PS-04				
3		500 LB. SMART STAND WITHOUT SCALE	EA	4,016.00000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10-YEAR FRAME WARRANTY, 3-YEAR COMPONENT WARRANTY, 3-POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI-PINCH FEATURE, 24-HOUR SERVICE HOTLINE, TWO BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ WAY S500PN-03				
4		500 LB. SMART STAND WITH SCALE	EA	4,736.00000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, WEIGHT OVERLOAD PROTECTION, WEIGHT RECALL, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10-YEAR FRAME WARRANTY, 3-YEAR COMPONENT WARRANTY, 3-POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI-PINCH FEATURE, 24-HOUR SERVICE HOTLINE, TWO BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ WAY S500PS-04				
5		800 LB. SMART STAND WITHOUT SCALE	EA	6,824.00000	0.00	0.00
		BACKLIT LCD SCREEN, EASY OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10-YEAR FRAME WARRANTY, 3-YEAR COMPONENT WARRANTY, 3-POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI-PINCH FEATURE, 24-HOUR SERVICE HOTLINE, TWO BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. charger, EZ WAY S800PN-03				
6		800 LB. SMART STAND WITH SCALE	EA	7,980.00000	0.00	0.00
		BACKLIT LCD SCREEN, EAST OPERATION, ABILITY TO CAPTURE USAGE TIME, INSPECTION REMINDER, OVERLOAD PROTECTION, WEIGHT OVERLOAD PROTECTION, WEIGHT RECALL, SAFETY TAB DESIGN, ADJUSTABLE SHIN PADS, 10-YEAR FRAME WARRANTY, 3-YEAR COMPONENT WARRANTY, 3-POSITION BASE OPENING TO FUNCTION AROUND WHEELCHAIRS, CHAIRS AND COMMODOES, REDUNDANT CONTROLS, EMERGENCY STOP SAFETY CONTROL, EMERGENCY LOWERING OPTION, ANTI-PINCH FEATURE, 24-HOUR SERVICE HOTLINE, TWO BATTERIES, REMOTE CHARGER, ONE MEDIUM DELUXE SLING. EZ WAY S800PS-04				
7		HARNES - MEDIUM - #50910	EA	223.20000	0.00	0.00

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<b>Buyer Name</b> Deborah L LaRose	<b>Buyer Phone</b> 828-4635	<b>Contract Status</b> Approved

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
8		HARNESS - LARGE - #50925	EA	238.40000	0.00	0.00
9		HARNESS - X-LARGE - #50970	EA	278.40000	0.00	0.00
10		HANDLE WALKER ASSEMBLY STAND #12571	EA	152.00000	0.00	0.00
11		HANDLE WALKER ASSEMBLY STAND - LONG - #12175	EA	184.00000	0.00	0.00
12		SUPPORT STRAP - MEDIUM - #50922	EA	116.00000	0.00	0.00
13		SUPPORT STRAP - LARGE - #50999	EA	143.20000	0.00	0.00
14		CHEST STRAP - #50930	EA	58.40000	0.00	0.00
15		SEAT STRAP - #50402	EA	71.20000	0.00	0.00
16		SEAT STRAP 800LB. - #50992	EA	111.20000	0.00	0.00
17		SLING DELUXE - MEDIUM - \$50311	EA	159.20000	0.00	0.00
18		SLING DELUXE - LARGE - #50312	EA	167.20000	0.00	0.00
19		SLING DELUXE - X-LARGE - #50313	EA	199.20000	0.00	0.00
20		SLING MESH - MEDIUM - #50331	EA	151.20000	0.00	0.00
21		SLING MESH - LARGE - #50332	EA	159.20000	0.00	0.00
22		SLING MESH - X-LARGE - #50949	EA	175.20000	0.00	0.00
23		SLING MULTI-PURPOSE - MEDIUM - #50380	EA	183.20000	0.00	0.00
24		SLING MULTI-PURPOSE - LARGE #50381	EA	199.20000	0.00	0.00
25		SLING MULTI-PURPOSE - X-LARGE #50382	EA	215.20000	0.00	0.00
26		SLING HOUR GLASS - MEDIUM - W/SPECIAL HEAD SUPPORT - #500103	EA	183.20000	0.00	0.00
27		SLING HOUR GLASS - LARGE - W/SPECIAL HEAD SUPPORT - #500211	EA	191.20000	0.00	0.00
28		SLING HOUR GLASS - X-LARGE - W/SPECIAL HEAD SUPPORT	EA	215.20000	0.00	0.00
29		SLING SINGLE PATIENT - MEDIUM - W/HEAD SUPPORT - #SPSHD200	EA	33.60000	0.00	0.00
30		SLING SINGLE PATIENT - LARGE - W/HEAD SUPPORT - #SPSHD300	EA	35.20000	0.00	0.00

# State of Vermont

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

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31		SLING SINGLE PATIENT - X-LARGE - W/HEAD SUPPORT #SPSHD400	EA	36.00000	0.00	0.00
32		REPOSITIONING AND TURNING SHEET - COTTON - #500178	EA	168.00000	0.00	0.00
33		SLING SINGLE PATIENT TURNING AND REPOSITIONING - #SPTR100	EA	44.00000	0.00	0.00
34		MESH TURNING/REPO SHEET FOR LOW AIR LOSS BEDS & SKIN INTREGRITY - #500257	EA	120.00000	0.00	0.00
35		LIMB LIFTING AND TURNING LARGE STRAP KIT #500233	EA	87.20000	0.00	0.00

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2016 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWENTY FOUR (24) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN 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.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: 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 OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

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

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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.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

EQUIPMENT WARRANTY: THE MANUFACTURER SHALL INCLUDE A WRITTEN WARRANTY FOR EACH PIECE OF EQUIPMENT AND SOFTWARE THAT THEY INTEND TO FURNISH. WARRANTEES ARE TO BE BASED ON COMMERCIAL USE.

CHANGE #1 - 08/13/2018 THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO OCTOBER 1, 2019 AT THE SAME PRICING.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED DECEMBER 15, 2017 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED CONTRACTOR IS IN GOOD STANDING WITH RESPECTS 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

# State of Vermont

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

# CONTRACT



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PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO 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 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](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT)

VENDOR CONTACT INFORMATION:  
ASHLEY WOODS  
TELEPHONE 800-627-8940  
FAX 712-542-1899  
EMAIL: sales@ezlifts.com

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:  
DEB LaROSE, PURCHASING AGENT,  
TELEPHONE 802-828-4635,  
FAX 802-828-2222  
E-MAIL: deborah.larose@vermont.gov

### 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: \_\_\_\_\_