

State of Vermont

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

CONTRACT



Vendor ID 000000398
Essex Rental & Sales Center Inc
26 Kellogg Rd
Essex Jct VT 05452
United States

Contract ID 0000000000000000000035091		Page 1 of 2
Contract Dates 10/16/2017 to 10/15/2019		Origin CPS
Description: CPS-PORTABLE HEATER RENTAL		Contract Maximum \$46,000.00
Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217	Contract Status Approved

Phone #: (802) 878-5316

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		MONTHLY RENTAL OF PORTABLE LP HEATERS, FROST FIGHTER, MODEL# IDF 500 N6/LB, INCLUDES 25' HOSE PER UNIT	EA	450.00000	0.00	46,000.00

STANDARD CONTRACT

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and Essex Rental & Sales Center, Inc., with principal place of business in Essex Jct., VT, (hereafter called "Contractor"). Contractor's form of business organization is a corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the 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 Portable Heater rental for the State of Vermont on an as needed basis. Detailed services to be provided by the contractor are described in Attachment A.

3. 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 \$23,000.00.

4. Contract Term. The period of contractor's performance shall begin on October 16, 2017 and end on October 15, 2018, with three (3) 12-month renewal options.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is not required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

6. Amendment. This agreement represents the entire agreement between the parties; 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. Cancellation. This contract may be canceled by either party by giving written notice at least 30 days in advance.

8. Attachments. This contract consists of Ten (10) pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 07/10/2016)

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents 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

Amendment #: 1

Date: October 16, 2018

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Essex Rental & Sales Center, Inc., with a principal place of business in Essex Jct, VT (the "Contractor") that

State of Vermont

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

CONTRACT



Vendor ID 000000398
Essex Rental & Sales Center Inc
26 Kellogg Rd
Essex Jct VT 05452
United States

Contract ID 00000000000000000000000035091	Page 2 of 2
Contract Dates 10/16/2017 to 10/15/2019	Origin CPS
Description: CPS-PORTABLE HEATER RENTAL	Contract Maximum \$46,000.00
Buyer Name Brian Jon Berini	Buyer Phone 802/828-2217
Contract Status Approved	

Phone #: (802) 878-5316

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

the contract between them originally dated as of 10/16/2017, Contract # 35091, 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 \$23,000.00 to \$46,000.00, representing an increase of \$23,000.00.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from 10/15/2018 to 10/15/2019. The Contract Term may be renewed for two (2) additional one-year period at the discretion of the State.

III. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 15, 2017 attached to this Amendment.

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 9 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: _____

Contract# 35091

ATTACHMENT A: SPECIFICATIONS OF SERVICES TO BE PERFORMED

Contractor shall provide Portable Heaters (Frost Fighter - Model IDF 500 N6/LB) for the State of Vermont as follows:

Monthly rental for Frost Fighter portable Heaters and 25' hoses.

Contractor shall include delivery and pick-up of heaters.

Service: Provide cost free Repair & Maintenance service within 14 hours of request, 7 days a week. Service calls shall bring unit back to being fully and properly operational. If any unit requires more than one service call within 30 days or less, contractor shall provide replacement unit at no cost to State of Vermont.

Delivery. Delivery shall be made within seven (7) workdays after receipt of order.

Connecting to existing ducting and gas connections will be performed by the State.

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 or services 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. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.
5. Contractor shall submit invoices to the State in accordance with the schedule set forth in this Attachment B. Unless a more particular schedule is provided herein, invoices shall be submitted not more frequently than monthly.
6. PAYMENT PROVISIONS
 - \$450.00 per month per Heater (25' hose provided at no cost)
 - Delivery and Pickup of Heaters: Contractor responsible for all costs.
7. Contractor shall submit invoice with contract number to the applicable Project Manager using the contract.
8. Any services outside of this agreement shall not be allowed.