

State of Vermont

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

CONTRACT



Vendor ID 0000006526
Haun Welding Supply, Inc
5921 Court St Rd
Syracuse NY 13206
USA

Contract ID 0000000000000000000036883	Page 1 of 2
Contract Dates 08/01/2018 to 07/31/2020	Origin CPS
Description: CPS-COMM-MED-LAB GASES	Contract Maximum \$200,000.00
Buyer Name Deborah L LaRose	Buyer Phone 828-4635
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		VARIOUS CYLINDER GASES - PER ATTACHED LIST	EA	0.01000	0.00	0.00
2		CYLINDER GAS RENTAL CHARGE PER DAY	EA	0.09000	0.00	0.00
3		CYLINDER LIQUID RENTAL CHARGE PER DAY	EA	1.25000	0.00	0.00
4		DELIVERY FEE	EA	12.00000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

- Parties.** This is a contract for services between the State of Vermont, Department of Buildings & General Services (hereinafter called "State"), and Haun Welding Supply Inc., with a principal place of business in Syracuse, NY, (hereinafter called "Contractor"). Contractor's form of business organization is Incorporated. 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 commodities generally on the subject of Providing Commercial, Medical and Laboratory Gases. Detailed requirements to be provided by Contractor are described in Attachment A.
- 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 \$200,000.00.
- Contract Term.** The period of contractor's performance shall begin on August 1, 2018 and end on July 31, 2020 with the option to renew for up to two additional 12-month 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.
- 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.
- Attachments.** This contract consists of 16 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work
Attachment B - Payment Provisions
Attachment B1 - Price Schedule
Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)
- 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) Attachment B1

Contact Information for Contractor:

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

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Erik Eliason
 Phone # 802-522-7907
 Fax # 802-862-1597
 Email: eeliason@thehaunedge.com

If you have any questions regarding this document please contact:
 Deb LaRose, Purchasing Agent
 Phone 802-828-4635,
 Fax 802-828-2222
 Email: 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: _____

ATTACHMENT A – STATEMENT OF WORK

The Contractor shall provide:

1. Line Items 1 through 4 as identified on Page(s) 1 of the Standard Contract Form. Included on price schedule listing of product.
2. **DELIVERY TIME FRAME:** Contractor shall deliver within five (5) business days of receipt of order. The contractor shall contact the purchaser with details if the original delivery time frame cannot be adhered to.
3. **EMERGENCY DELIVERY:** With approval of the purchaser, emergency deliveries can be made 7 days a week and the actual cost of the emergency delivery added to the net price.
4. **SPECIFICATIONS:**
 - 4.1 Cylinders be compliant with the interstate Commerce Commission (ICC) and Department of Transportation (DOT) rules and regulations, complete with all fittings, valves and caps, in good working order and free of dirt, debris and rust.
 - 4.2 Purchaser may reject any delivery cylinder that show evidence of neglect or abuse or leak, which the Contractor will be replaced within 24 hours of notification at no cost to the state.
 - 4.3 Cylinders will be maintained, tested, filled, marked, labeled and shipped in accordance with ICC and DOT regulations.
 - 4.4 Cylinders will be stamped with the pressurization test expiration date.
 - 4.5 Cylinders will be legible marked by means of stenciling, stamping or labeling to identify the content by the common chemical name or mixture, with lettering height no less than ¼" and markings will not be readily removable. Each cylinder will show a legible serial number and/or barcode.
 - 4.6 Cylinders will show capacity contained within and be filled to the identified capacity. Cylinders will have an expiration date for the gas within when applicable.
 - 4.7 Medical cylinders will be labeled in accordance with USP requirements displaying acceptable technical terminology, batch and control numbers, etc. Gas purity will meet USP specifications. <http://www.usp.org/reference-standards>
 - 4.8 Purchasers have the right to reject cylinders that are defective or cosmetically unsuitable for use within a healthcare facility.
 - 4.9 Non-compliance with any or the above standards is grounds for purchaser not accepting deliveries or raising questions with the contractor and/or OPS Contract Manager.
5. **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

6. **DELIVERY:** Responsibility for product delivery remains with the contractor until the product is properly delivered and signed for. Shipments shall be securely and properly packed, according to accepted commercial practices, without extra charge for packing cases or other containers. 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.
7. **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.
8. **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.

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:** All pricing as outlined in pages 1 – 2 in line 1-4 of Standard Contract form.
5. Contractor shall submit invoices to the State as identified on Page(s) 1-2 of the Standard Contract Form. In accordance with Attachment B1 Price Schedule listing of product.

2018 HAUN PRICING SCHEDULE B RENTAL AND DELIVERY CHARGES AS STATED*:

Delivery: \$12.00 each Cylinder
 rental: \$0.09/Day Liquid vessel
 rental: \$1.25/Day

* Haun proposes pricing structure B in the event other vendors are allowed to present pricing that is not inclusive of Rent and Delivery. This option will allow for State Agencies that prefer the "rental + delivery" model and still have the advantages of Haun as a supplier.

Description	Part Number	HAUN 2018 sch B	HAUN 2018 sch B rent
5% CO2, 20% O2, BAL N2, 200 Size	MIX7M220C	\$25.86	.09 / Day
BA 15%CD/21%OX/NI, 200 Size	MIX66220	\$22.46	.09 / Day
BA 2%OX/5%CD/NI, 200 Size	MIXF220	\$21.86	.09 / Day
BA 5%CD/10%HY/NI, 200 Size	MIXRH220	\$26.10	.09 / Day
BA 5%CD/20%OX/NI, 200 Size	MIX7M220	\$25.86	.09 / Day
BA 5%CD/AI, 200 Size	MIXVT1	\$21.88	.09 / Day
BA 5%CD/NI, 200 Size	MIX8L220	\$14.94	.09 / Day
BA 5%CD/OX, 200 Size	MIX4B220	\$13.84	.09 / Day
BA 5%OX/5%CD/NI, 200 Size	MIXRU220	\$21.86	.09 / Day
BAC 1%CD/20%OX/NI, 200 Size	MIXVT2	\$22.16	.09 / Day
BAC 5%CD/15%OX/NI, 200 Size	MIXFQ220	\$21.71	.09 / Day
BAC 5%OX/10%CD/NI, 200 Size	MIXGP220	\$21.86	.09 / Day
BT 5% CD/NI, 200 Size	MIX8L220	\$14.94	.09 / Day
Cap, High Pressure, Fine Thread	CAPHPF	\$10.00	.09 / Day
CB 4%CD/16%OX/NI, E Size	MIXFRE	\$23.00	.09 / Day
CB 5%CD/10%OX/NI, 200 Size	MIXVT3	\$26.00	.09 / Day
CB 5%CD/16%OX/NI, 200 Size	MIXFR220	\$22.00	.09 / Day
CT 0.4%OX/NI, 60 Size	MIX86060	\$90.00	.09 / Day
CT 0.5%OX/AR, 35 lb.	MIXVT3	\$115.00	.09 / Day
CT 0.8%OX/NI, 60 Size	MIX8J060	\$90.00	.09 / Day
CT 1%BI/2.5%CD/AR, 300 Size	MIXVT4	\$191.00	.09 / Day
CT 1%CD/NI, 15 lb. Alum.	MIXVT5	\$98.00	.09 / Day
CT 1%NC/NI, 33 lb. Alum.	MIXVT6	\$133.00	.09 / Day
CT 10% CD/HE, 200 Size	MIXOX220	\$143.00	.09 / Day
CT 10% HY/AR, 200 Size	MIX3T220	\$110.00	.09 / Day
CT 100PPM NS/NI, 15 lb. Alum.	MIXVT7	\$135.00	.09 / Day
CT 15PPM ND/1000PPM OX/NI, 33 lb. Alum.	MIXVT8	\$165.00	.09 / Day
CT 2500 PPM CD/AI, 200 Size	MIXVT9	\$104.00	.09 / Day
CT 25PPM ND/1000PPM OX/NI, 33 lb. Alum.	MIXVT10	\$180.00	.09 / Day
CT 4 COMP/NI, 33 lb. Alum.	MIXVT11	\$355.00	.09 / Day
CT 40%NI/CD, 300 Size	MIXDE300	\$130.00	.09 / Day
CT 5000PPM ME/NI, 15 lb. Alum.	MIXVT12	\$130.00	.09 / Day
CT 5PPM ND/1000PPM OX/NI, 33 lb. Alum.	MIXVT13	\$180.00	.09 / Day
E2 5%ME/AR, 300 Size	MIX38300	\$180.00	.09 / Day
Helium Balloon, 200 Size	HBL220	\$59.00	.09 / Day
Helium Balloon, 300 Size	HBL300	\$79.00	.09 / Day
Helium Balloon, 40 Size	HEL040	\$22.00	.09 / Day
Helium Balloon, 80 Size	HEL080	\$25.00	.09 / Day
Helium Grade 4.8 HP, 300 Size	HEL300-4.8	\$100.00	.09 / Day
Helium Ind., 200 Size	HEL220	\$75.00	.09 / Day
Helium Ind., 300 Size	HEL300	\$85.00	.09 / Day
Helium Ind., 40 Size	HEL040	\$18.00	.09 / Day
Helium Ind., 60 Ltr.	HEL060	\$45.00	.09 / Day
Helium Ind., 60 Size	HEL060	\$25.00	.09 / Day
Helium Research Grade 6.0, 300 Size	HEL300-6.0	\$125.00	.09 / Day
Helium UHP Grade, 200 Size	HEL220	\$68.00	.09 / Day
Helium UHP Grade, 300 Size	HEL300	\$85.00	.09 / Day
Helium USP Grade, 200 Size	MHEL220	\$82.00	.09 / Day
Helium USP Grade, 300 Size	MHEL300	\$92.00	.09 / Day
Helium USP Grade, E Size	MHELE	\$12.00	.09 / Day
Hydrogen Ind., 200 Grade	HYD220	\$14.00	.09 / Day
Hydrogen Ind., 300 Grade	HYD300	\$15.00	.09 / Day
Hydrogen Research Grade, 300 Size	HYD300	\$15.00	.09 / Day
Hydrogen UHP Grade, 200 Size	HYD220	\$14.00	.09 / Day
Hydrogen UHP Grade, 300 Size	HYD300-5.0	\$35.00	.09 / Day
INM 10% HY/NI, 200 Size	MIX7E220	\$7.00	.09 / Day
INM 35% CD/NI, 300 Size	MIXRZ300	\$7.00	.09 / Day
INM 5% HY/NI, 200 Size	MIX89220	\$7.00	.09 / Day
INM 5% HY/NI, 300 Size	MIX89300	\$15.00	.09 / Day
LD 0.3%CM/0.5%NE/21%OX/NI, 200 Size	MIXVT14	\$110.00	.09 / Day
LD 0.3%CM/10%HE/21%OX/NI, 200 Size	MIX7G220	\$110.00	.09 / Day
LD 4 COMP/NI, 200 Size	MIXVT15	\$181.00	.09 / Day
Methane CP Grade 2.5, 300 Size	MET300-2	\$83.00	.09 / Day
Methane CP Grade 2.5, 300 Size	MET300-2	\$83.00	.09 / Day
Methane Research Grade, 300 Size	MET300-5.0	\$550.00	.09 / Day

Methane UHP Grade, 300 Size	MET300-4.0	\$175.00	.09 / Day
Nitrogen 160 Ltr., 22 PSI	NITL160-22	\$36.00	1.25 / Day
Nitrogen 160 Ltr., 230 PSI	NITL160-235	\$36.00	1.25 / Day
Nitrogen 180 Ltr., 22 PSI	NITL180-22	\$42.00	1.25 / Day
Nitrogen 180 Ltr., 230 PSI	NITL180-235	\$42.00	1.25 / Day
Nitrogen 230 Ltr., 22 PSI	NITL230-22	\$48.00	1.25 / Day
Nitrogen 230 Ltr., 230 PSI	NITL230-235	\$48.00	1.25 / Day
Nitrogen High Purity, 6K Size	NIT6000-4.8	\$52.00	.09 / Day
Nitrogen HP Grade, 300 Size	NIT300	\$8.00	.09 / Day
Nitrogen Ind., 125 Size	NIT110	\$5.00	.09 / Day
Nitrogen Ind., 150 Size	NIT150	\$5.00	.09 / Day
Nitrogen Ind., 20 Size	NIT020	\$4.00	.09 / Day
Nitrogen Ind., 200 Size	NIT220	\$5.00	.09 / Day
Nitrogen Ind., 300 Size	NIT300	\$5.00	.09 / Day
Nitrogen Ind., 40 Size	NIT040	\$6.00	.09 / Day
Nitrogen Ind., 60 Size	NIT060	\$6.00	.09 / Day
Nitrogen Ind., 80 Size	NIT080	\$6.00	.09 / Day
Nitrogen NF Grade, 300 Size	NIT300NF	\$6.00	.09 / Day
Nitrogen NF Grade, 40 Size	NIT040NF	\$4.00	.09 / Day
Nitrogen NF Grade, 60 Size	NIT060NF	\$4.00	.09 / Day
Nitrogen NF Grade, 80 Size	NIT080NF	\$4.00	.09 / Day
Nitrogen NF Grade, E Size	NITNFE	\$4.00	.09 / Day
Nitrogen Research Grade, 300 Size	NIT300-5.0	\$50.00	.09 / Day
Nitrogen Research Grade, 80 Size	NIT080-5.0	\$50.00	.09 / Day
Nitrogen UHP Grade, 10 lbs.	NIT020	\$6.00	.09 / Day
Nitrogen UHP Grade, 300 Size	NIT300	\$10.00	.09 / Day
Nitrogen UHP Grade, 80 Size	NIT080	\$9.00	.09 / Day
Nitrous Oxide USP Grade, 56 lbs.	MN2O220	\$78.00	.09 / Day
Oxygen Extra Dry, 200 Size	OXY220-2.6	\$8.00	.09 / Day
Oxygen Ind., 125 Size	OXY110	\$8.00	.09 / Day
Oxygen Ind., 150 Size	OXY150	\$5.00	.09 / Day
Oxygen Ind., 20 Size	OXY020	\$5.00	.09 / Day
Oxygen Ind., 200 Size	OXY220	\$7.00	.09 / Day
Oxygen Ind., 300 Size	OXY300	\$8.00	.09 / Day
Oxygen Ind., 40 Size	OXY040	\$5.00	.09 / Day
Oxygen Ind., 80 Size	OXY080	\$6.00	.09 / Day
Oxygen Research Grade, 300 Size	OXY300-5.0	\$89.00	.09 / Day
Oxygen UHP Grade, 300 Size	OXY300-4.6	\$89.00	.09 / Day
Oxygen UHP Grade, 300 Size Certified	OXY300-4.6C	\$89.00	.09 / Day
Oxygen USP Grade, 125 Size	OXM110	\$6.00	.09 / Day
Oxygen USP Grade, 200 Size	OXM220	\$6.00	.09 / Day
Oxygen USP Grade, 300 Size	OXM300	\$6.00	.09 / Day
Oxygen USP Grade, 60 Size	OXM060	\$4.00	.09 / Day
Oxygen USP Grade, D Size Alum.	OXMD	\$4.00	.09 / Day
Oxygen USP Grade, E Size	OXME	\$5.00	.09 / Day
Oxygen USP Grade, E Size Alum.	OXME	\$5.00	.09 / Day
PF 26%OX/NI, E Size	MIXPWE	\$13.94	.09 / Day
Propane Ind., 20 lb.	PRO020	\$11.00	.09 / Day
Propane Ind., 30 lb.	PRO030	\$13.00	.09 / Day
PS 10%CD/NI, 80 Size	MIX84080	\$80.00	.09 / Day
PS 50%NI/HE, 300 Size	MIXUJ300	\$60.00	.09 / Day
Sulfur Hexafluoride CP, 80 Size	XSHFLDR	\$14.00	.09 / Day
USP 30% OX/NI, 200 Size	MIXLS220	\$14.00	.09 / Day
USP 5%CD/OX 1900 PSIG, 200 Size	MIX4B220	\$103.50	.09 / Day
USP 5%CD/OX, E Size	MIX4BE	\$5.00	.09 / Day
300ppm Co2 Balance Air (K) Size CGA590	MIXUX220	\$100.00	.09 / Day
5% HYDROGEN, 95% ARGON 200 CU. FT. CYLINDER, LABORATORY	MIX34220C	\$75.00	.09 / Day
75% ARGON 25% CO2, 125 CU. FT. CYLINDER, COMMERCIAL GRAD	MIX30110	\$15.00	.09 / Day
75% ARGON 25% CO2, 200 CU. FT. CYLINDER, COMMERCIAL GRAD	MIX30220	\$19.00	.09 / Day
75% ARGON 25% CO2, 60 CU. FT. CUSTOMER OWNED CYLINDER,	MIX30060	\$8.00	.09 / Day
75% ARGON, 25% CO2, 278 CU. FT. CYLINDER, COMMERCIAL GRA	MIX30220	\$19.00	.09 / Day
75% ARGON, 25% CO2, 375 CU. FT. CYLINDER, COMMERCIAL GRA	MIX30300	\$19.00	.09 / Day
75% ARGON, 25% CO2, 375 CU. FT. CYLINDER, COMMERCIAL GRA	MIX30300	\$19.00	.09 / Day
75% ARGON, 25% CO2, 55 CU. FT. CYLINDER, COMMERCIAL GRAD	MIX30060	\$8.00	.09 / Day
75% ARGON, 25% CO2, 60 CU. FT. CYLINDER COMMERCIAL GRAD	MIX30060	\$8.00	.09 / Day
75% ARGON, 25% CO2, 80 CU. FT. CYLINDER COMMERCIAL GRAD	MIX30080	\$8.00	.09 / Day
Acetylene AA, 5 lb.	ACE010	\$37.86	.09 / Day
Acetylene Ind. # 3, 300 Size	ACE140	\$32.00	.09 / Day
Acetylene Ind. # 4, 300 Size	ACE140	\$32.00	.09 / Day
Acetylene Ind., # 4, 300 Size	ACE140	\$32.00	.09 / Day
Acetylene Ind., # 4 Flat Top	ACE140	\$32.00	.09 / Day
Acetylene Ind., B Size	ACE040	\$17.00	.09 / Day

Acetylene Ind., MC Size	ACE010	\$12.00	.09 / Day
ACETYLENE SIZE 3 (CL UOM), CGA 300, CAPPED MALE	ACE075	\$20.00	.09 / Day
ACETYLENE, #3, 80 CU. FT. CYLINDER, COMMERCIAL GRADE	ACE075	\$20.00	.09 / Day
ACETYLENE, #4, 123 CU. FT. CYLINDER, COMMERCIAL GRADE	ACE140	\$32.00	.09 / Day
ACETYLENE, #5, 367 CU. FT., CO MA 7.5 CYLINDER, COMMERCIAL	ACE300	\$85.00	.09 / Day
ACETYLENE, 10 CU. FT. CYLINDER, COMMERCIAL GRADE, CUSTOM	ACE010	\$12.00	.09 / Day
ACETYLENE, 40 CU. FT. CYLINDER, COMMERCIAL GRADE	ACE040	\$17.00	.09 / Day
AIR BREATHING, 234 CU. FT. CYLINDER, MEDICAL GRADE	BAI220-USP	\$8.00	.09 / Day
AIR DRY SIZE 300 USP	AIR300-DRY	\$8.00	.09 / Day
AIR DRY SIZE 200	AIR220-DRY	\$7.00	.09 / Day
Air Dry, 300 Size	AIR300-DRY	\$15.00	.09 / Day
Air Dry, 80 Size	AIR080-DRY	\$7.00	.09 / Day
Air Ultra Zero Grade, 300 Size	AIR300Z0.1	\$20.00	.09 / Day
Air USP Grade, 125 Size	BAI110-USP	\$7.00	.09 / Day
Air USP Grade, 125 Size	BAI110-USP	\$7.00	.09 / Day
Air USP Grade, 200 Size	BAI220-USP	\$8.00	.09 / Day
Air USP Grade, 300 Size	BAI300-USP	\$9.00	.09 / Day
Air USP Grade, 60 Size	BAI060-USP	\$7.00	.09 / Day
Air USP Grade, E Size	BAIE	\$5.00	.09 / Day
Air USP Grade, E Size Aluminum	BAIE	\$5.00	.09 / Day
Air Zero Grade, 300 Size	AIR300Z0.1	\$20.00	.09 / Day
AIR, Ultra Zero 310 Cu Ft.	AIR300Z0.1	\$20.00	.09 / Day
AMETALENE 57LBS CGA 510 <<<this replaces the MAPP gas>>>	HPG060	\$55.00	.09 / Day
Ametalene, 6 lb. Size	HPG006	\$8.00	.09 / Day
Ammonia Anhydrous, Size 10	AMO015	\$160.00	.09 / Day
AMMONIA, 150 POUND CYLINDER, COMMERCIAL GRADE	AMO100	\$216.00	.09 / Day
Argon 75%, Carb. Diox. 25%, 300 Size	MIX30300	\$19.00	.09 / Day
Argon 75%, Carb. Diox. 25%, 40 Size	MIX30040	\$10.00	.09 / Day
Argon 75%, Carbon Dioxide 25%, 125 Size	MIX30110	\$15.00	.09 / Day
Argon 75%, Carbon Dioxide 25%, 40 Size	MIX30040	\$9.00	.09 / Day
Argon Ind. 60 Size	ARG060	\$9.00	.09 / Day
Argon Ind., 125 Size	ARG110	\$15.00	.09 / Day
Argon Ind., 150 Size	ARG150	\$15.00	.09 / Day
Argon Ind., 200 Size	ARG220	\$19.00	.09 / Day
Argon Ind., 300 Size	ARG300	\$19.00	.09 / Day
Argon Ind., 40 Size	ARG040	\$9.00	.09 / Day
Argon Prepurified, 300 Size	ARG300	\$22.00	.09 / Day
ARGON UHP, 5.0; SIZE: 300; VOL: 336; CGA: 580 (NEACHE). CYLIND	ARG3005.0	\$23.00	.09 / Day
Argon Ultra Pure, 300 Size	ARG300-5.0	\$23.00	.09 / Day
Argon Ultra Pure, 80 Size	ARG080-5.0	\$12.00	.09 / Day
Argon UPC Grade, 300 Size	ARG300	\$19.00	.09 / Day
Argon Zero Grade, 35 Size	ARG032	\$10.00	.09 / Day
Argon Zero Grade, 80 Size	ARG080	\$10.00	.09 / Day
ARGON, 154 CU.FT. COMMERCIAL GRADE	ARG150	\$15.00	.09 / Day
ARGON, 250 CU. FT. CYLINDER, COMMERCIAL GRADE	ARG220	\$19.00	.09 / Day
ARGON, 99.998 PRE-PURIFIED 336 CU. FT. CYLINDER, LABORATOR	ARG300-4.8	\$20.00	.09 / Day
ARGON/METHANE (5%) ULTRA P-5, 223 CU. FT. CYLINDER, LABOR	MIX38220C	\$80.00	.09 / Day
ATOMIC ABSORPTION 330 CU. FT. CYLINDER, ACETYLENE A, MEDI	ACE300-2.6	\$135.06	.09 / Day
BA 5% CARBON DIOXIDE 10% HYDROGEN	MIXRH032	\$29.00	.09 / Day
BA 5%CD/10%HY/NI, 200 Size	MIXRH220	\$29.00	.09 / Day
BA 5%CD/20%OX/NI, 200 Size	MIX7M220	\$29.00	.09 / Day
BAR 5 COMP/NI 15A	MIXVT16	\$29.00	.09 / Day
Breathing Air, 200 Size	BAI220	\$8.00	.09 / Day
Breathing Air, 300 Size	BAI300	\$9.00	.09 / Day
Carb. Diox., Bone Dry, 200 Size Steel	CO2220-2.8V	\$12.00	.09 / Day
Carb. Diox., Instrum. Grd., 200 Size	CO2220-2.8V	\$12.00	.09 / Day
Carb. Diox., Instrum. Grd., 200 Size Steel	CO2220-2.8V	\$12.00	.09 / Day
Carb. Diox., Instrum. Grd., 300 Size	CO2220-2.8V	\$12.00	.09 / Day
Carb. Diox., Instrum. Grd., 80 Size	CO2020-2.8V	\$10.00	.09 / Day
Carb. Diox., Research Grade, 200 Grade	CO2220-4	\$70.00	.09 / Day
CARBON DIOXIDE 73LBS INDUSTRIAL GRADE, SIPHON CGA 320	CO2220-2.8L	\$12.00	.09 / Day
Carbon Dioxide FG, 2.5 lb.	CO202.5	\$6.00	.09 / Day
Carbon Dioxide FG, 20 lb.	CO2020-2.8V	\$12.00	.09 / Day
Carbon Dioxide FG, 20 lb. Aluminum	CO2020-2.8V	\$12.00	.09 / Day
Carbon Dioxide FG, 50 lb.	CO2050V	\$12.00	.09 / Day
CARBON DIOXIDE MEDICAL GRADE 50 LB.	MCO2050V	\$20.00	.09 / Day
Carbon Dioxide USP Grade, 20 Size	MCO2020V	\$10.00	.09 / Day
Carbon Dioxide USP Grade, 50 Size	MCO2050V	\$20.00	.09 / Day
Carbon Dioxide USP Grade, E Size	MCO2E	\$10.00	.09 / Day
CARBON DIOXIDE, 20 LB. CYLINDER, COMMERCIAL GRADE	CO2020	\$10.00	.09 / Day
CARBON DIOXIDE, 20 LB. CYLINDER, COMMERCIAL GRADE, SIPHO	CO2020L	\$10.00	.09 / Day
Carbon Dioxide, 50 Size	CO2050V	\$12.00	.09 / Day

Carbon Dioxide, 50 Size Steel	CO2050V	\$12.00	.09 / Day
CARBON DIOXIDE, 5LB. CGA 320, COMMERCIAL GRADE	CO2005	\$8.00	.09 / Day
Carbon Dioxide, Bone Dry, 200 Size	CO2220-2.8V	\$12.00	.09 / Day
Carbon Dioxide, USP Grade, 20 Size	MCO2020	\$10.00	.09 / Day
Carbon Dioxide, USP Grade, 20 Size Steel	MCO2020	\$10.00	.09 / Day
Carbon Dioxide, USP Grade, 50 Size	MCO2050V	\$20.00	.09 / Day
Carbon Dioxide, USP Grade, E Size	MCO2E	\$10.00	.09 / Day
Carbon Monoxide, USP Grade, 35 Size	NA	\$0.00	.09 / Day
CB 5%CD/10%OX/NI, 200 Size	MIX8Z220	\$75.00	.09 / Day
CERTIFIED BLOOD GAS MIX, 240 CU. FT. CYLINDER, 5% OXYGEN, 1	MIX8Z220	\$75.00	.09 / Day
CT 300PPM CARBON DIOXIDE BALANCE AIR SIZE 150A	MIXVT23	\$75.00	.09 / Day
CT 7% HYDROGEN, BALANCE HELIUM SIZE 300	MIXRT300	\$135.00	.09 / Day
Deuterium Research 10, 300 Ltr.	D225LT	\$400.00	1.25 / Day
EP 1000PPP ND/NI 33A	MIXVT17	\$207.00	.09 / Day
EP 200PPM CARBON MONOXIDE, BALANCE NITROGEN SIZE 150A	MIX2W150	\$207.00	.09 / Day
EP 20PPM NITRIC OXIDE, BALANCE NITROGEN SIZE 150A	MIX7X150	\$227.00	.09 / Day
EP 20PPM SULFUR DIOXIDE, BALANCE NITROGEN SIZE 150A	MIXVH150	\$227.00	.09 / Day
EP 40PPP NC/NI 33A	MIXVT18	\$212.00	.09 / Day
EP 43PPM NITRIC OXIDE, 43PPM SULFUR DIOXIDE	MIX8T150	\$324.00	.09 / Day
EP 45PPP NC/NI 33A	MIXVT19	\$212.00	.09 / Day
Ethane CP, 10 Size	ETA080	\$100.00	.09 / Day
Ethylene UHP Grade, 150 Size Alum.	ETH150	\$144.00	.09 / Day
Helium Balloon, 300 Size	HBL300	\$79.00	.09 / Day
Helium Balloon, 200 Size	HBL200	\$59.00	.09 / Day
Helium Ind., 100 Ltr.	HEL110	\$60.00	.09 / Day
Helium Ind., 300 Size	HEL300	\$79.00	.09 / Day
Helium Ind., 60 Ltr.	HEL060	\$50.00	.09 / Day
HELIUM INDUSTRIAL SIZE 40	HEL040	\$30.00	.09 / Day
HELIUM INDUSTRIAL SIZE 60	HEL060	\$50.00	.09 / Day
Helium UHP Grade, 300 Size	HE3005.0	\$85.00	.09 / Day
Helium USP Grade, E Size	MHELE	\$12.00	.09 / Day
HELIUM, 110 CU. FT. CYLINDER, COMMERCIAL GRADE	HEL110	\$85.00	.09 / Day
HELIUM, 219 CU. FT. CYLINDER, COMMERCIAL GRADE	HEL220	\$68.00	.09 / Day
Hydrogen Ind., 300 Size	HYD300	\$15.00	.09 / Day
Hydrogen Research Grade, 300 Size	HYD300	\$15.00	.09 / Day
Hydrogen UHP Grade, 200 Size	HYD220	\$14.00	.09 / Day
Hydrogen UHP Grade, 300 Size	HYD300-5.0	\$35.00	.09 / Day
HYDROGEN, 197 CU. FT. CYLINDER, COMMERCIAL GRADE	HYD220	\$14.00	.09 / Day
INM 16% CD/AR, 125 Size	MIX3U110	\$10.00	.09 / Day
INM 16% CD/AR, 300 Size	MIX3U300	\$19.00	.09 / Day
INM 16% CD/AR, 40 Size	MIX3U040	\$10.00	.09 / Day
INM 2.5% CD/7.5% AR/HE, 300 Size	MIX52300	\$85.00	.09 / Day
INM 5%HY/NI, 300 Size	MIX89300	\$15.00	.09 / Day
LD 0.3%CM/0.5%NE/21%OX/NI, 200 Size	MIXVT20	\$50.00	.09 / Day
LD 0.3%CM/10%HE/21%OX/NI, 200 Size	MIXVT21	\$50.00	.09 / Day
LD 4 COMP/NI, 200 Size	MIXVT22	\$225.00	.09 / Day
Liq. Argon 230 LT, 230 PSI	ARGL230-235	\$304.00	1.25 / Day
LIQUID ARGON UHP GR 5.0 230 LTRS 230 PSI	ARGL230-5.0	\$304.00	1.25 / Day
LIQUID NITROGEN 160LTRS, 22 PSI	NITL160-22	\$36.00	1.25 / Day
LIQUID NITROGEN 230LTRS 22PSI	NITL230-22	\$48.00	1.25 / Day
LIQUID NITROGEN, 240L LIQUID NITROGEN, LN 240L VOL: 5904. C	NITL230-22	\$48.00	1.25 / Day
LIQUID NITROGEN, 4500 CU. FT. CONTAINER, COMMERCIAL GRADE	NITL230-22	\$48.00	1.25 / Day
LIQUID OXYGEN 230 LITRES 230 PSI, 4920 CF, COMMERCIAL GRADE	OXYL230-235	\$55.00	1.25 / Day
LIQUID OXYGEN USP 160LTRS 230PSI	OXYL160-235	\$48.00	1.25 / Day
LIQUID OXYGEN, 4500 CU. FT. 235 PSI, COMMERCIAL GRADE	OXYL230-235	\$48.00	1.25 / Day
MAPP GAS 30 LB. COMMERCIAL GRADE, CGA 510	HPG025	\$32.00	.09 / Day
MAPP GAS 67LBS CGA 510	HPG060	\$62.00	.09 / Day
Methane CP Grade 2.5, 300 Size	MET300-2.3	\$165.00	.09 / Day
Methane UHP Grade Size 80 Q size	MET080-1.3	\$94.00	.09 / Day
NITROGEN (GC) 99.999 PREPURE GRADES 4-5, 300 CU. FT. CYLIND	NIT300-5.0	\$50.00	.09 / Day
Nitrogen Ind., 150 Size	NIT110	\$8.00	.09 / Day
Nitrogen Ind., 180 Ltrs., 22 PSI	NITL180-22	\$46.00	.09 / Day
Nitrogen Ind., 20 Size	NIT020	\$6.00	.09 / Day
Nitrogen Ind., 230 Ltrs., 22 PSI	NITL230-22	\$48.00	.09 / Day
Nitrogen Ind., 230 Ltrs., 230 PSI	NITL230-235	\$48.00	.09 / Day
Nitrogen Ind., 40 Size	NIT040	\$6.00	.09 / Day
NITROGEN INDUSTRIAL GRADE, SIZE 120	NIT110	\$8.00	.09 / Day
NITROGEN INDUSTRIAL GRADE, SIZE 200	NIT220	\$14.00	.09 / Day
NITROGEN INDUSTRIAL GRADE, SIZE 80	NIT080	\$10.00	.09 / Day
NITROGEN INDUSTRIAL SIZE 40 CUSTOMER OWNED CGA 580	NIT040	\$6.00	.09 / Day
NITROGEN Pre pureP GR 4.8 SIZE 300 CGA 580	NIT300-5.0	\$22.00	.09 / Day

Nitrogen Raw Material	NIT	\$5.00	.09 / Day
Nitrogen Research Grade, 300 Size	NIT300-5.0	\$50.00	.09 / Day
NITROGEN UHP 5.0 SZ: CYLINDER CGA: 580 (NEA) VOL: 0 #N15.0-3	NIT300-5.0	\$50.00	.09 / Day
NITROGEN UHP GR 5.0 SIZE 300 BATCH ANALYSIS CGA 580	CERTB	\$10.00	.09 / Day
Nitrogen UHP Grade, 10 lb.	NIT300	\$10.00	.09 / Day
Nitrogen UHP Grade, 300 Size	NIT300	\$10.00	.09 / Day
Nitrogen, UHP Grade 99.999, 80 CU FT CYLINDER	NIT080-5.0	\$20.00	.09 / Day
Nitrogen, NF Grade, 300 Size	NIT300NF	\$15.00	.09 / Day
Nitrogen, NF Grade, 40 Size	NIT040NF	\$12.00	.09 / Day
Nitrogen, NF Grade, E Size	NITENF	\$10.00	.09 / Day
NITROUS OXIDE, 56 CU. FT. CYLINDER, MEDICAL GRADE	MN2O220	\$78.00	.09 / Day
OX UHP Grade, 300 Size Certified	OXY300-5.0	\$89.00	.09 / Day
Oxygen Ind., 125 Size	OXY110	\$7.00	.09 / Day
Oxygen Ind., 20 Size	OXY020	\$6.00	.09 / Day
OXYGEN MEDICAL USP SIZE BA	OXMB	\$5.00	.09 / Day
Oxygen USP Grade, 125 Size	OXM110	\$7.00	.09 / Day
Oxygen USP Grade, E Size Alum.	OXME	\$6.00	.09 / Day
OXYGEN USP SIZE EA, WITH WALK-O2-ABOUT REG	OXMR22	\$7.00	.09 / Day
OXYGEN, 10 CU. FT. CYLINDER, MEDICAL GRADE, SIZE "D"	OXMD	\$6.00	.09 / Day
OXYGEN, 125 CU. FT. CYLINDER, COMMERCIAL GRADE	OXY110	\$8.00	.09 / Day
OXYGEN, 125 CU. FT. CYLINDER, MEDICAL GRADE	OXM110	\$8.00	.09 / Day
OXYGEN, 20 CU. FT. CYLINDER, COMMERCIAL GRADE, CUSTOMER	OXM020	\$6.00	.09 / Day
OXYGEN, 20 CU. FT. CYLINDER, MEDICAL GRADE, SIZE "E"	OXME	\$7.00	.09 / Day
OXYGEN, 251 CU. FT. CYLINDER, COMMERCIAL GRADE	OXY220	\$8.00	.09 / Day
OXYGEN, 251 CU. FT. CYLINDER, MEDICAL GRADE	OXM220	\$8.00	.09 / Day
OXYGEN, 337 CU. FT. CYLINDER, COMMERCIAL GRADE	OXY300	\$9.00	.09 / Day
OXYGEN, 337 CU. FT. CYLINDER, MEDICAL GRADE	OXM300	\$9.00	.09 / Day
OXYGEN, 40 CU. FT. CYLINDER, COMMERCIAL GRADE, CUSTOMER	OXY040	\$6.00	.09 / Day
OXYGEN, 55 CU. FT. CYLINDER, COMMERCIAL GRADE, CUSTOMER	OXY060	\$6.00	.09 / Day
OXYGEN, 80 CU. FT. CYLINDER, COMMERCIAL GRADE	OXY080	\$7.00	.09 / Day
OXYGEN, 80 CU. FT. CYLINDER, COMMERCIAL GRADE, CUSTOMER	OXY080	\$7.00	.09 / Day
OXYGEN, UHP 300 CU. FT. CYLINDER, LABORATORY GRADE	OXY300-5.0	\$89.00	.09 / Day
P-10 METHANE/ARGON MIX, 242 CU. FT. CYLINDER, MEDICAL GRADE	MIX37300	\$75.00	.09 / Day
PRE-PURIFIED HYDROGEN, 216 CU. FT. CYLINDER, COMMERCIAL GRADE	HYD220	\$14.00	.09 / Day
PRE-PURIFIED HYDROGEN, 97 CU. FT. CYLINDER, COMMERCIAL GRADE	HYD080	\$10.00	.09 / Day
PRE-PURIFIED NITROGEN, 125 CU. FT. CYLINDER, COMMERCIAL GRADE	HYD110	\$14.00	.09 / Day
PRE-PURIFIED NITROGEN, 228 CU. FT. CYLINDER, COMMERCIAL GRADE	HYD220	\$14.00	.09 / Day
PROPANE 33LB. FORKTRUCK TANK	PRO033	\$18.00	.09 / Day
PROPANE 33LBS, VAPOR	PRO033V	\$18.00	.09 / Day
Propane Ind., 20 lb.	PRO020	\$11.00	.09 / Day
PROPYLENE, AG FUEL, 27 POUND CYLINDER, COMMERCIAL GRADE	HPG025	\$32.00	.09 / Day
PROPYLENE, AG FUEL, 5 POUND CYLINDER, COMMERCIAL GRADE	HPG006	\$8.00	.09 / Day
PROPYLENE, AG FUEL, 63 POUND CYLINDER, COMMERCIAL GRADE	HPG060	\$55.00	.09 / Day
STANDARD NITROGEN, 304 CU. FT. CYLINDER, COMMERCIAL GRADE	NIT300	\$9.00	.09 / Day
STARGON, 345 CU. FT. CYLINDER, COMMERCIAL GRADE	MIX30300	\$19.00	.09 / Day
SYPHONATED CARBON DIOXIDE, 50 LB. CYLINDER, COMMERCIAL GRADE	CO2050V	\$12.00	.09 / Day
UN 5% HYDROGEN BALANCE ARGON SIZE 20	MIX89020	\$15.00	.09 / Day
USP 30%OX/NI, 200 Size	MIXLS220	\$16.00	.09 / Day
USP 5%CD/OX 1900 PSIG, 200 Size	MIX4B220	\$16.00	.09 / Day
USP 5%CD/OX, E Size	MIX4BE	\$16.00	.09 / Day

**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)