MA 18P 1510070000000000065 MODIFICATION

### State of Maine



### Master Agreement

Effective Date: 10/07/15

Expiration Date: 08/26/23

Master Agreement Description: Kueper Snowplow Cutting Edges, NASPO ValuePoint #30013

Buyer Information William Allen	207-624-7871	ext. NULL	WJE.Allen@maine.gov
Issuer Information Sharon Krechkin	207-624-3038	ext.	sharon.krechkin@maine.gov
Requestor Information Kathleen Malcolm	207-624-3292	ext.	KATHLEEN.M.MALCOLM@MAINE.GOV

**Agreement Reporting Categories** 

### Reason For Modification: Extend for one year

### **Authorized Departments**

17A TRANSPORTATION17D MOTOR TRANSPORT

**Vendor Information** 

### Vendor Line #: 1

Vendor ID VS0000015771 Vendor Name Kueper North America

Alias/DBA

### Vendor Address Information 171 Church Street Suite 300 Charleston, SC 29401 US

Vendor Contact Information Patricia Schuster 843-723-7361 ext. pschuster@fleetlogicglobal.com

# **Commodity Information**

Vendor Line #: 1		
Vendor Name: Kueper North America		
Commodity Line #: 1		
Commodity Code: 76006		
Commodity Description: Kueper Snow Commodity Specifications: Commodity Extended Description: As		
<b>Quantity</b> 0.00000	UOM	Unit Price 0.000000
Delivery Days	Free On Board	
<b>Contract Amount</b> 0.00	Service Start Date 10/07/15	Service End Date 08/26/23
Catalog Name	<b>Discount</b> 0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

 Joine C. Schorn
 8/8/2022

 6D6437754DD0459...
 Date

 Signature
 Date

 Jaime C. Schorr, Chief Procurement Officer

 and

 Kueper North America

 DocuSigned by:

 Patricia Schuster

 Signature

 DDAE5082E7BAdE3

 Signature

Patrcia Schuster, V.P, of Operations

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

Supplier 0000345529 Keuper North America LLC 171 Church Street, Ste 300 Charleston SC 29401 United States

Phone #:					
			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
1	SNOWPLOW BLADE CUTTING EDGES	EA	0.01000	0.00	0.00

CONTRACT

#### BLADES AND PRICES PER THE ATTACHED LIST

#### STANDARD CONTRACT FOR SNOWPLOWBLADE CUTTING EDGES

1. Parties. This is a contract for services between the State of Vermont, Office of Purchasing and Contracting (hereafter called "State"), and Kueper North America, LLC, with the principal place of business in Charleston, SC 29401, (hereafter called "Contractor"). Contractor's form of business organization is 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 Snowplow Blade Cutting Edges.

3. Contract Term. The period of contractor's performance shall begin on August 26, 2015 and end on August 26, 2017, with option to renew for five (5) one year periods.

If the state exercises the option, it will provide written notice to contractor prior to the end of the term. If exercised, the provision of the option letter shall become part of and be incorporated into the original master price agreement. The total duration of this master price agreement, including the exercise of any options, shall not exceed five years.

4. 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 required.

- Approval by the Secretary of Administration is required.

- Approval by the CIO/Commissioner DII is not required.

5. 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.

6. Cancellation. This contract may be canceled by either party by giving written notice at least thirty (30) days in advance.

7. Attachments. This contract consists of 136 pages including the following attachments which are incorporated herein:

Attachment A - Master Agreement Terms and Conditions Attachment B - Payment Provisions Attachment B1-Price Schedule Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date March 1, 2015).

Attachment D - Snowplow Blade Cutting Edges Detailed Specifications

8. 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 D

(5) Attachment B

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

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				Unit	Max	Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt
1	(6) Attachment	t B1				,

(6) Attachment B1 STATE OF VERMONT CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and CONTRACTOR NAME, with a principal place of business in CITY, STATE (the "Contractor") that the contract between them originally dated as of CONTRACT START DATE, Contract # NUMBER, as amended to date, (the "Contract") is hereby amended as follows:

CONTRACT

REMOVE/EXPAND/REVISE THE BELOW AMENDMENT ITEMS, AS APPLICABLE I. Maximum Amount. The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$\_\_\_\_\_to \$\_\_\_\_, representing an increase / a decrease of \$\_\_\_\_\_.

II. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from OLD END DATE to NEW END DATE. [REMOVE/REVISE FOLLOWING SENTENCE AS APPLICABLE] The Contract Term may be renewed for one additional one-year period at the discretion of the State.

III. Attachment A, Scope of Services. The scope of services is amended as follows:

EXAMPLE: Section \_\_of Attachment A [is amended by the addition of the following requirements] [OR] [is hereby deleted in its entirety and replaced as set forth below /or/ in the attachment to this Amendment].

IV. Attachment B, Payment Provisions. The payment provisions are amended as follows:

EXAMPLE: Section \_\_of Attachment B [is amended by the addition of the following requirements] [OR] [is hereby deleted in its entirety and replaced as set forth below /or/ in the attachment to this Amendment].

V. Attachment C, Standard State Provisions for Contracts and Grants. Attachment C is hereby deleted in its entirety and replaced by the Attachment C EFFECTIVE DATE 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

Sole Source Contract for Services. This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following

URL:https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives

This document consists of \_\_\_\_pages. Except as modified by this Amendment No. \_\_\_\_, all provisions of the Contract remain in full force and effect.

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

Supplier 0000345529 Keuper North America LLC 171 Church Street, Ste 300 Charleston SC 29401 United States

	Phone #:					
				Unit	Max	Max
Line # Iter	m ID	Item Desc	UOM	l Price	Qty	Amt

CONTRACT

CONTRACTOR POC: GARDI WILLIS EMAIL: GWILLIS@KUEPERBLADES.COM Phone: 843-723-7361. FAX: 843-723-7362 Website: www.kueperblades.com Alternate Email: info@kueperblades.com

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 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.

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

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.

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



Supplier 0000345529 Keuper North America LLC 171 Church Street, Ste 300 Charleston SC 29401 United States

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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.

CONTRACT

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

JUNE 29, 2017

AMENDMENT #01 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AT THE SAME PRICES, TERMS AND CONDITIONS.

JUNE 14, 2018

AMENDMENT #02 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AND TO INCORPORATE THE ATTACHED REVISED PRICE LIST INTO THE CONTRACT. ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

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.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALITIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, 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.

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF 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.

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.

\_\_\_\_\_

AMENDMENT#3 (MAY 2019). THIS CHANGE ORDER EXERCISES THE THIRD OF THE FIVE ONE-YEAR OPTIONS TO RENEW, AND EXTENDS THE CONTRACT FOR ONE ADDITIONAL YEAR TO 08/26/2020, AT THE SAME PRICING, TERMS, AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED DECEMBER 15, 2017 IS ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

CERTIFICATION REGARDING SUSPENSION OR DISBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF 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.

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.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED,

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

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CONTRACT



Supplier 0000345529 Keuper North America LLC 171 Church Street, Ste 300 Charleston SC 29401 United States

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PARTY IS NOT PRES	ENTLY DEBARRED, SUSPENDED, NOR NA	AMED ON THE STATE'S DEBARMENT I	LIST AT:		
HTTP://BGS.VERMON	T.GOV/PURCHASING/DEBARMENT.				

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: BILL VIVIAN PURCHASING AGENT 802-828-4681 FAX 802-828-2222 bill.vivian@Vermont.gov

STATE OF VERMONT Contract # 30013 CONTRACT AMENDMENT #4

It is hereby agreed by and between the State of Vermont,Office of Purchasing and Contracting (the "State") and Keuper North America Inc, with a principal place of business in Charleston, SC (the "Contractor") that the contract between them originally dated as of August 26, 2015, Contract # 30013, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from August 26, 2020 to August 26, 2021. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

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 5 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

STATE OF VERMONT June 22. 2021

CONTRACT AMENDMENT 5

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Keuper North America LLC with a principal place of business in Charleston, SC (the "Contractor") that the contract between them originally dated as of August 26, 2015, Contract # 30013, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from August 26, 2021 to August 26, 2022.

II. Amendment 5 also incorporates Exhibit A

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.

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> Supplier 0000345529 Keuper North America LLC 171 Church Street, Ste 300 Charleston SC 29401 United States

	Phone #:					
				Unit	Max	Max
Line #	Item ID	Item Desc	UOM	Price	Qty	Amt

CONTRACT

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

Sole Source Contract for Services. This Contract results from a "sole source" procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950. SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this

Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives

This document consists of 6 pages. Except as modified by this Amendment No. 5, all provisions of the Contract remain in full force and effect.

#### CONTRACT AMENDMENT #6

It is hereby agreed by and between the State of Vermont, Office of Purchasing and Contracting (the "State") and Keuper North America LLC with a principal place of business in Charleston, SC (the "Contractor") that the contract between them originally dated as of August 26, 2015, Contract # 30013, as amended to date, (the "Contract") is hereby amended as follows:

I. Contract Term. The Contract end date, wherever such reference appears in the Contract, shall be changed from August 26, 2022 to August 26, 2023

II. Exhibit A is amended as follows:

Exhibit A is hereby deleted in its entirety and replaced as set forth in the attachment 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 7 pages. Except as modified by this Amendment No. 6, all provisions of the Contract remain in full force and effect.



#### DocuSign Envelope ID: 49BB1803-548B-496A-B94C-C7788B954A75

DocuSign Envelope ID: 3C15D238-FFB2-4B27-97D0-77CB6C51299A

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

Supplier 0000345529 Keuper North America LLC 171 Church Street, Ste 300 Charleston SC 29401 United States

	Ph	one #:							
Line #	Item ID	Item Desc				UOM	Unit Price	Max Qty	Max Amt
	WE	THE UNDERSIGNED	PARTIES AGRE	E TO BE BO	UND BY	THIS	CONTRACT		
y the	STATE of	VERMONT <sup>uSigned by:</sup> 6/27/2022		1	By the (	CONTRACT	OR		
ate:_	. Jen	nifer M. V. Fild	1, BGS (ommi	issioner	Date:	61	24/23	1.11	
ignat	ECa	F68F55FBC42C	,		Signatu	re:	A.C.V	Mer	
lame:	Jennifer	M.V. Fitch		21	Name:	64	dine F	Willis	
	Commi	issioner - Buildings an	d			1	,	0.1	
Title:		General Serv	rices	53	Title:	N	masing	Diretor	
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CONTRACT





KUEPER NORTH AMERICA PRODUCTS - NASPO CONTRACT # 30013 - PRICING EFFECTIVE JULY 2022

### **KUEPER PRODUCTS**

ITEM	NUMBER	DESCRIPTION	FOB STINATIOI NIT PRICE
K5 BLAI	DES		
		KNA:GK5	
KNA	371556507	GK5 - 2.61 (31.30") - punch 3.83", 7.87" ctr; for Schmidt-plow - MF3.4;	\$ 493.3
KNA	371554507	GK5 - 2.95 (35.24") - punch 1.87", 7.87" ctr; for Schmidt-plow - MF5.4;	\$ 557.6
KNA	348558507	GK5 - 3' - rubber/ceramic snow plow blade; punch 3', 3", 12" ctr	\$ 567.0
KNA	348558500	GK5 - 28 deg 3' - rubber/ceramic snowplow blade; punch 3", 3", 12" ctr	\$ 567.0
KNA	3485585P7	GK5 - 3' - rubber/poly snow plow blade for airports; punch 3", 3", 12" ctr.	\$ 567.0
KNA	34855850C	GK5 - 3' - rubber snowplow blade; punch 3", 3", 12" ctr.	\$ 567.0
KNA	34B558507	GK5 - 3' - rubber/ceramic snow plow blade; punch 3', 3", 12" ctr - new design	\$ 567.0
KNA	348559507	GK5 - 4' - rubber/ceramic snow plow blade; punch 3", 3", 12" ctr	\$ 756.0
KNA	348559500	GK5 - 28 deg 4' - rubber/ceramic snowplow blade; punch 3". 3", 12" ctr	\$ 756.0
KNA	3485595P7	GK5 - 4' - rubber/poly snow plow blade for airports; punch 3", 3", 12" ctr.	\$ 756.0
KNA	34855950C	GK5 - 4' - rubber snow plow blade; punch 3", 3", 12" ctr.	\$ 756.0
KNA	34B559507	GK5 - 4' - rubber/ceramic snow plow blade; punch 3', 3", 12" ctr - new design	\$ 756.0
KNA	34B55250O	GK5 - 5' - rubber/ceramic snow plow blade - no punch	\$ 945.0
KNA	348566507	GK5 - 5' - rubber/ceramic snow plow blade; punch 3", 3", 5", 7", 12" ctr.	\$ 945.0
KNA	34B566507	GK5 - 5' - rubber/ceramic snow plow blade; punch 3', 3", 12" ctr - new design	\$ 945.0
KNA	34A570507	GK5 - 13 deg 5.5' - rubber/ceramic snowplow blade punch 3", 3", 9", 12"x3, 9", 3", 3"	\$ 1,039.5
KNA	34B570507	GK5 - 13 deg 5.5' - rubber/ceramic snowplow blade punch 3", 3", 9", 12"x3, 9", 3", 3" - new design	\$ 1,039.5
		KNA:GK5 BOSS Plows	
KNA	348001500	GK5 - 28 deg BOSS 7.5' Sport Straight Plow	\$ 1,417.5
KNA	34A00450O	GK5 - 28 deg BOSS 8' SPR plow	\$ 1,512.0
KNA	34A00550O	GK5 - 28 deg BOSS 8.5' SPR plow	\$ 1,606.5
KNA	34A000500	GK5 - 28 deg BOSS 9' SPR plow -STB	\$ 1,701.0
		KNA:GK5 BOSS Vplows	
	34A546500M	GK5 - 28°- LH - BOSS 7.5' V-Plow, 3.53'	\$ 667.2
	34A646500M	GK5 - 28°- RH - BOSS 7.5' V-Plow, 3.53'	\$ 667.2
KNA	34A503500M	GK5 - 28 deg LH - BOSS 8.2 VXT Vplow -3.875'	\$ 732.4
KNA	34A603500M	GK5 - 28 deg RH - BOSS 8.2 VXT Vplow - 3.875'	\$ 732.4
KNA	34A504500M	GK5 - 28 deg LH - BOSS 9.2 Vplow - 4.375'	\$ 826.9
KNA	34A604500M	GK5 - 28 deg RH - BOSS 9.2 Vplow - 4.375'	\$ 826.9
KNA	34A522500M	GK5 - 28 deg LH - BOSS 10' Vplow - 4.5'	\$ 850.5
KNA	34A622500M	GK5 - 28 deg RH - BOSS 10' Vplow - 4.5'	\$ 850.5
KNA	232900161	Middle piece for BOSS Vplow - Poly - fits both Right and Left hand blades	\$ 74.(
		KNA:GK5 Western Plows	
KNA	34A025507	GK5 - 25 deg Western 8' pro plus plow - one set	\$ 1,512.0
KNA	34A0065B7	GK5 - 25 deg Western 9' Pro Plus Plow - one set	\$ 1,701.0

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# EXHIBIT A

		KNA:GK5 Western/SnowEx/Fisher Vplows		
KNA	34A5245B7M	GK5 - 25 deg LH - Western/SnowEx/Fisher 8.5' HD Vplow - 4'	\$	756.00
KNA	34A6245B7M	GK5 - 25 deg RH - Western/SnowEx/Fisher 8.5' HD Vplow - 4'	\$	756.00
KNA	34A6235B7M	GK5 - 25 deg RH - Western/SnowEx/Fisher 9.5' HD Vplow (MVP3) - 4.5'	\$	850.50
KNA	34A5235B7M	GK5 - 25 deg LH - Western/SnowEx/Fisher 9.5' HD Vplow (MVP3) - 4.5'	Ş	850.50
KNA	232900186	Middle Piece - LH - Western/SnowEx/Fisher 8.5' & 9.5' HD Vplow - Poly	Ş	114.00
KNA	232900187	Middle Piece -RH - Western/SnowEx/Fisher 8.5' & 9.5' HD Vplow - Poly	\$	114.00
		KNA:GK5 Meyer Plows		
KNA	387014507	GK5 - 7.5' - Meyer LP straignt plow one set	\$	1,417.50
KNA	387015507	GK5 - 8.5' - Meyer LP straight plow - one set	\$	1,606.50
KNA	34A0095B7S	GK5 - 25 deg Meyer 9' CP straight plow - one set	\$	1,701.00
		KNA:GK5 Meyer VPlows		
KNA	387619507	GK5 - LH - for MEYER 8.5' Vplow - 4'	\$	756.00
KNA	387519507	GK5 - RH - for MEYER 8.5' Vplow - 4'	\$	756.00
KNA	387520507	GK5 - LH - for MEYER 9.5' Vplow - 4.5'	\$	850.50
KNA	387620507	GK5 - RH - for MEYER 9.5' Vplow - 4.5'	\$	850.50
KNA	232900178	Middle Piece - LH - Meyer VPlow - Poly	\$	180.00
KNA	232900179	Middle Piece - RH- Meyer VPlow - Poly	\$	180.00
		KNA:GK5 Pusher Plows		
KNA	34A5894SP	GK5 - 3' -rubber/ceramic blade for snow pusher plow	\$	567.00
KNA	34A5884SP	GK5 - 4' - rubber/ceramic blade for snow pusher plow	\$	756.00
KNA	8s08204	GK5 - 3' - Adapter for pusher plow	\$	567.00
KNA	8s08404	GK5 - 4' - Adapter for pusher plow	\$	756.00
KNA	8s08204-25-1.5	GK5 - Adapter Plate - 3' - 25 degree - 1.5" gauge - adapter for pusher plow	\$	216.00
KNA	8s08204-35-1	GK5 - Adapter Plate - 3' - 35 degree - 1" gauge - adapter for pusher plow	\$	216.00
KNA	8s08204-35-2	GK5 - Adapter Plate - 3' - 35 degree - 2" gauge - adapter for pusher plow	\$	216.00
KNA	8s08404-35-1	GK5 - Adapter Plate - 4' - 35 degree - 1" gauge - adapter for pusher plow	\$	288.00
KNA	8s08404-25-1.5	GK5 - Adapter Plate - 4' - 25 degree - 1.5" gauge - adapter for pusher plow	\$	288.00
KNA	8s08404-35-2	GK5 - Adapter Plate - 4' - 35 degree - 2" gauge - adapter for pusher plow	\$	288.00
CECO BLA	ADES			
		KNA:CECO		
	274556511207		<u> </u>	F11 CO

KNA	3715565H2B7	CECO SF50 - 2.61' - punch 3.83", 7.87" ctr.	\$ 511.60
KNA	3715545H2B7	CECO SF50 - 2.95' (35.24") - punch 1.87", 7.87" ctr; for Schmidt-plow - MF5.4 (curb guard punche	\$ 578.20
KNA	34A5675H2B7	CECO SF50 - 3' - ceramic/steel/rubber snow plow blade; punch 3", 3", 12" ctr.	\$ 588.00
KNA	34A5665H2B7	CECO SF50 - 4' - ceramic/steel/rubber snow plow blade; punch 3", 3", 12" ctr.	\$ 784.00
KNA	3AB0225H2	CECO SF50 - 24.23' for Assaloni TE90X-42.70 - one set	\$ 4,749.10
KNA	34A0135H2	CECO SF50 - 10.39' - for Schmidt plow MS 32.1S - one set	\$ 2,036.40
KNA	34A0195H2	CECO SF50 - 17.5' for Assaloni TE 90-42.52Splow - one set	\$ 3,430.00
KNA	3AB0235H2B8	CECO SF50 - 17.68' for Assaloni TE 90-42.52Splow - one set	\$ 3,465.30

#### KOMBI UNDERBODY BLADES

KNA:KOMBI UB		

KNA	348558369	KOMBI UB - 3' - ceramic/ steel underbody blade; punch 3", 3", 12" ctr.	\$	588.00
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DocuSign E KNA	Envelope ID: 49BB1803- 348559369	548B-496A-B94C-C7788B954A75 KOMBI UB - 4' - ceramic/steel underbody blace (Arther B, T2" Ar.	\$ 784.00
TUCA SX	WAVE BLADES		
		KNA:TUCA SX Wave	
KNA	34A56736XB7	TUCA SX Wave - 3' - carbide/steel snow plow blade; punch 3", 3", 12" ctr;	\$ 822.00
KNA	3485583XX	TUCA SX Wave - 3' - Carbide/steel snowplow blade - 20 degree	\$ 822.00
KNA	34A55836XB7	TUCA SX Wave - 44" - carbide/steel snow plow blade; Punch 2", 1", 3", 4", 4" ctr.	\$ 1,005.60
KNA	34A56636XB7	TUCA SX Wave - 4' - carbide/steel snow plow blade; punch 3, 3", 12" ctr.;	\$ 1,096.00
KNA	3485593XX	TUCA SX Wave - 4' - Carbide/steel snowplow blade - 20 degree	\$ 1,096.00
KNA	34A57036XB7	TUCA SX Wave - 5.5' - carbide/steel snowplow blade; punch 3", 3", 9", 12"x3, 9", 3", 3"	\$ 1,507.00

### **TUCA UNDERBODY BLADES**

		KNA:TUCA UB	
KNA	3485583TX	TUCA UB - 3' - carbide/steel underbody blade; punch 3", 3", 12" ctr.	\$ 822.00
KNA	34A5823TX	TUCA UB - 3' - extended edge.	\$ 822.00
KNA	34A5913TXS	TUCA UB - 40" - (3.33') - carbide/steel underbody blade	\$ 912.40
KNA	34A5923TXS	TUCA UB - 42" - (3.5') - carbide/steel underbody blade	\$ 959.00
KNA	34A5583TX	TUCA UB - 44" - (3.67) carbide/steel underbody blade; punch 2" - 4" ctr.	\$ 1,005.60
KNA	34A5903TXS	TUCA UB - 46" - (3.83') - carbide/steel underbody blade	\$ 1,049.40
KNA	3485593TX	TUCA UB - 4' - carbide/steel underbody blade; punch 3", 3", 12" ctr.	\$ 1,096.00
KNA	34A5833TX	TUCA UB - 4' - extended edge.	\$ 1,096.00

#### **XT ARMORED BLADES**

KNA:XT Armored

		KNA:XT Armored Specialty Plows		
KNA	XT48ARMML	XT 48" Armored carbide - Miter Left - enhanced single edge with Tasco wear plate	\$	506.00
KNA	XT48ARMMR	XT 48" Armored carbide - Miter Right - enhanced single edge with Tasco wear plate	\$	506.00
KNA	XT48ARM-300	XT 48" Armored Carbide Edge - enhanced single edge with Tasco wear plate. 3/4" inserts	\$	679.36
KNA	XT48ARM	XT 48" Armored Carbide - enhanced single edge with Tasco wear plate	\$	506.00
KNA	XT44ARMENDMR	XT 44" armored end section - mitered right - enhanced carbide blade punch 2", 8"x 5, 2"	\$	464.26
KNA	XT44ARMENDML	XT 44" armored end section - Mitered Left - enhanced carbide blade punch 2", 8"x 5, 2"	\$	464.26
KNA	XT44ARMEND	XT 44" Armored end section- enhanced single edge with Tasco wear plate - 2", 8"	\$	464.26
KNA	XT44ARMCTR	XT 44" Armored center section- enhanced single edge with Tasco wear plate - punch 6", 8"	\$	464.26
KNA	XT40ARMWEGR	XT 40" Armored carbide - enhanced single edge with Tasco wear plate - welded end guard right pun	c\$	454.95
KNA	XT40ARMWEGL	XT 40" Armored carbide - enhanced single edge with Tasco wear plate - welded end guard left punc		454.95
KNA	XT40ARMENDMR	XT 40" armored end carbide - Mitered Right - punch 4", 8"	\$	421.24
KNA	XT40ARMCTR	XT 40" armored carbide - punch 2", 8"x 4, 6"	\$	421.24
KNA	XT40ARM	XT 40" Armored carbide - enhanced single edge with Tasco wear plate - punch 4", 8"	\$	421.24
KNA	XT37.5ARMCTR	XT 37.5" armored center section- enhanced carbide blade punch 6", 8"x 4, 6"	\$	395.95
KNA	XT36ARMML	XT 36" Armored Carbide - Miter Left - enhanced single edge with Tasco wear plate	\$	379.50
KNA	XT36ARMMR	XT 36" Armored Carbide - Miter Right - enhanced single edge with Tasco wear plate	\$	379.50
KNA	XT36ARM-300	XT 36" Armored Carbide Edge - enhanced single edge with Tasco wear plate. 3/4" inserts	\$	509.52
KNA	XT36ARM	XT 36" Armored carbide - enhanced single edge with Tasco wear plate	\$	379.50
KNA	XT28ARM	XT 28" Armored Carbide Edge - enhanced single edge with Tasco wear plate	\$	294.74

KNA	XTARM1100	XT Armored - 9.5' Fisher Vplow - enhanced single edge carbide - includes middle/nose piece - one se	\$ 1,428.00
KNA	XTARM1200	XT Armored - 10' BOSS DXT plow - enhanced single edge carbide - includes middle/nose pieces	\$ 1,662.60

JocuSign E	nvelope ID: 49BB1803-548B	-496A-B94C-C7788B954A75 KNA:XT Armored Beveled FXHIBIT A	
KNA	XT36ARMBV	XT 36" Armored Beveled - enhanced single edge carbide with Tasco wear plate	\$ 390.02
KNA	XT48ARMBV	XT 48" Armored Beveled - enhanced single edge carbide with Tasco wear plate	\$ 520.01
KNA	XT60ARMBV	XT 60" Armored Beveled - enhanced single edge carbide with Tasco wear plate	\$ 650.02
T SERRA	TED BLADES		
		KNA: XT Serrated	
KNA	XT36SER	XT 36" Serrated Carbide Edge - enhanced single edge with Sharq 300	\$ 390.02
KNA	XT48SER	XT 48" Serrated Carbide Edge - enhanced single edge with Sharq 300	\$ 520.01
		KNA:XT Serrated Beveled	
KNA	XT36SERBV	XT 36" Serrated beveled carbide edge for grader & UB: 625 bolt size	\$ 390.02
KNA	XT36SERBV.750	XT 36" Serrated beveled carbide edge for grader & UB: 750 bolt size	\$ 420.38
KNA	XT48SERBV.625	XT 48" Serrated beveled carbide edge for grader & UB: 625 bolt size	\$ 520.01
KNA	XT48SERBV.750	XT 48" Serrated beveled carbide edge for grader & UB: 750 bolt size	\$ 560.49
BLADE SA	VERS		
		KNA Blade Savers for XT	
KNA	BP126S.078	Blade saver straight for XT & 6" carbides	\$ 209.10
KNA	BP126.078SERHD	Blade Saver Curb Guard - Straight End Right - Heavy Duty for XT & 6" carbides	\$ 248.20
KNA	BP126.078SELHD	Blade Saver Curb Guard - Straight End Left - Heavy Duty for XT & 6" carbides	\$ 248.20
KNA	BP126.078SELHDML	Blade Saver Curb Guard - Straight End Left - Heavy Duty - Miter Left for XT & 6" carbides	\$ 248.20
KNA	BP126.078SERHDMR	Blade Saver Curb Guard - Straight End Right - Heavy Duty - Miter Right for XT & 6" carbides	\$ 248.20
KNA	BP126.078CR	Blade Saver Curb Guard - Curved Right for XT & 6" carbides	\$ 258.40
KNA	BP126.078CL	Blade Saver Curb Guard - Curved Left for XT & 6" carbides	\$ 258.40
KNA	BP126.078CLML	Blade Saver Curb Guard - Curved Left- Miter Left for XT & 6" carbides	\$ 258.40
KNA	BP126.078CRMR	Blade Saver Curb Guard - Curved Right- Miter Right for XT & 6" carbides	\$ 258.40
KNA	BP126S.138	Blade saver straight for XT & 6" carbides; 1 3/8" gauge for wing & reversible plows.	\$ 209.10
KNA	BP126.138HDL	Blade Saver Curb Guard - Straight End Left 18" - Heavy Duty for XT & 6" carbides - 1-3/8" gauge	\$ 248.20
KNA	BP126.138HDR	Blade Saver Curb Guard - Straight End Right 18" - Heavy Duty for XT & 6" carbides - 1-3/8" gauge	\$ 248.20
KNA	BP126.138CL	Blade Saver Curb Guard - Curved Left 18" for XT & 6" carbides - 1 3/8" gauge	\$ 258.40
KNA	BP126.138CR	Blade Saver Curb Guard - Curved Right 18" for XT & 6" carbides - 1 3/8" gauge	\$ 258.40
KNA	BP336S.150	Blade saver straight for XT & 6" carbides - small 3",3" - 1.5" gauge	\$ 187.00
KNA	BP126.150SERHD	Blade Saver Curb Guard - Straight End Right 18" - Heavy Duty for XT & 6" carbides - 1.5" gauge	\$ 248.20
KNA	BP126.150SELHD	Blade Saver Curb Guard - Straight End Left 18" - Heavy Duty for XT & 6" carbides - 1.5" gauge	\$ 248.20
KNA	BP338S.150	Blade saver straight for 8" carbides - small 3", 3" - 1.5 " gauge	\$ 187.00
KNA	BP128.150SELHD	Blade Saver Curb Guard - Straight End Left 18" - Heavy Duty for 8" carbides - 1.5" gauge	\$ 265.20
KNA	BP128.150SERHD	Blade Saver Curb Guard - Straight End Right 18" - Heavy Duty for 8" carbides - 1.5" gauge	\$ 265.20
		KNA:Blade Savers for TUCA / CECO / GK5	
KNA	8Z8000008	Blade Saver XC Plate - Box includes 1 blade saver plate; mounting hardware; mounting instructions.	\$ 265.00
KNA	8Z8000009	Blade Saver XC plates - Box includes 2 blade saver plates, mounting hardware, mounting instructi	\$ 530.00
KNA	8Z8000010	Blade Saver XC Plus Left - Box includes 1 Left side blade saver/end guard; mounting hardware; mo	\$ 265.00
KNA	8Z8000011	Blade Saver XC Plus Right - Box includes 1 right side blade saver/end guard; mounting hardware;	\$ 265.00

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KNA	8Z8ADAPTCCGR	Blade Saver Curb Guard - Carbide - for TUCA	\$	290.00
KNA	8Z8ADAPTCCGL	Blade Saver Curb Guard - Carbide - for TUCA Adapt blade - Left	\$	290.00
KNA	232900174	Blade Saver GK Plus Right - Poly - fits standard blade	\$	198.40
KNA	232900175	Blade Saver GK Plus Left - Poly - fits standard blade	\$	198.40
KNA	232900183	Middle Piece Right for TUCA - MB plow - Polyurethane	\$	300.00
KNA	232900184	Middle Piece Left for TUCA - MB plow - Polyurethane	\$	300.00
KNA	232900177	Middle Piece Left for GK5 - MB cupping plow - polyurethane puck	\$	318.50
KNA	232900176	Middle Piece Right for GK5 - MB cupping plow - polyurethane puck	\$	318.50
KNA	371900002	Sliding shoe KOMBI "K" skid	\$	220.00
KNA	CECOCGR	Curb Guard CECO Steel - Right - special punch	\$	185.00
KNA	CECOCGL	Curb Guard CECO Steel - Left - special punch	\$	185.00
KNA	GK5SCGL	Curb Guard Steel for GK5 - left - cylinder end	\$	185.00
KNA	GK5SCGR	Curb Guard Steel for GK5 - right - cylinder end	\$	185.00
KNA	GK5SWAR	Curb Guard Steel Wrap Around Right for GK5	\$	195.00
KNA	GK5SWAL	Curb Guard Steel Wrap Around Left for GK5	\$	195.00
KNA	Western8SCGL	Curb Guard Steel Left - for Western 8' straight plow	\$	185.00
KNA	Western8SCGR	Curb Guard Steel Right - for Western 8' straight plow	\$	185.00
KNA	FISHERCGSWAL	Curb Guard Steel Wrap Around Left - for Fisher plow	\$	185.00
KNA	FISHERCGSWAR	Curb Guard Steel Wrap Around Right - for Fisher plow	\$	185.00
KNA	MEYER8.5SCGCR	Curb Guard Steel Curved Right - for Meyer 8.5' straight plow	\$	185.00
KNA	MEYER8.5SCGCL	Curb Guard Steel Curved Left - for Meyer 8.5' straight plow	\$	185.00
KNA	GK5CCGL	Curb Guard Carbide/Steel for GK5 Wrap around Left	\$	260.00
KNA	GK5CCGR	Curb Guard Carbide/Steel for GK5 Wrap around right	\$	260.00
KNA	Western8CCGL	Curb Guard Carbide/Steel Left - for Western 8' straight plow-full height of blade	\$	260.00
KNA	Western8CCGR	Curb Guard Carbide/Steel Right - for Western 8' straight plow-full height of blade	\$	260.00
KNA	BOSSCGL	Curb Guard Carbide/Steel for BOSS Wrap around Left	\$	200.00
KNA	BOSSCGR	Curb Guard Carbide/Steel for BOSS Wrap around Right	\$	200.00
		Accessories		
KNA	SNP-543VIKING	543 VIKING NOSE PIECE - for 6" blade	\$	130.00
KNA	SNP-543TENCO	543 TENCO NOSE PIECE - for 6" blade	\$	130.00
KNA	SNP-543EVEREST	543 EVEREST NOSE PIECE - for 6" blade	\$	130.00
KNA	SNP543EVEREXTR	543 EVEREST NOSE PIECE - RH- extended for high discharge plow - for 8" blade	\$	156.00
KNA	SNP543EVEREXTL	543 EVEREST NOSE PIECE - LH- extended for high discharge plow - for 8" blade	\$	156.00
RUBBER	MATTING			
KNA	214200752	Reinforced Rubber Matting 2'x4' total thickness .6" (15mm) 8 Sqft = 61.04 lbs	\$	445.12
KNA	214200971	Reinforced Rubber Matting 1'x4' total thickness .6" (15mm) 4 Sqft	\$	222.56
KNA	214200747	Reinforced Rubber Matting 3'x2' total thickness .6" (15mm) 6 Sqft	\$	333.84
OTHER				
	We make many custom	punch patterns. Please call for part numbers not listed.		

KNA

TUCA

Per Foot Price

274.00

\$

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KNA	CECO	Per Foot Price	EXHIBIT A	\$	196.00	
KNA	GK5	Per Foot Price		\$	189.00	
KNA	ХТ	Per Foot Price		\$	115.00	
KNA	Pusher Blade adapters	Per Foot Price		\$	72.00	
KNA	Rubber/Steel Matting	.6" Total Thickness - Per Square Foot Price		\$	55.64	

### **KENNAMETAL PRODUCTS**

#### **KUEPER ARMORED STYLE**

		Armored Blades	
KMT	1105976	Armored Blades 7/8" x 5" x 36" 5/8"Bolt 1.5"Gage 3-3-12	\$ 519.80
KMT	1013304	Armored Blades 7/8" x 5" x 48" 5/8"Bolt 1.5"Gage 3-3-12	\$ 693.07
KMT	1012159	Armored Blades Replacement Wear Patch 7/8" x 3" x 4"	\$ 6.64

#### **KUEPER DUAL CARBIDE STYLE**

		Dual Carbide Blades	
КМТ	1011871	Dual-Carbide Blade 7/8" x 5" x 24" 5/8"Bolt 1.62"Gage	\$ 679.89
KMT	1011872	Dual-Carbide Blade 7/8" x 5" x 36" 5/8"Bolt 1.62"Gage	\$ 1,019.83
KMT	1011875	Dual-Carbide Blade 7/8" x 5" x 48" 5/8"Bolt 1.62"Gage DCIGDR48A	\$ 1,359.78
KMT	1011879	Dual-Carbide Blade 7/8" x 5" x 36" 3/4"Bolt 1.62"Gage	\$ 1,019.83
KMT	1011877	Dual-Carbide Blade 7/8" x 5" x 48" 3/4"Bolt 1.62"Gage	\$ 1,359.78
KMT	1311238	Dual-Carbide Blade 7/8" x 5" x 60" 5/8"Bolt 1.62"Gage	\$ 1,699.73
		Dual Carbide Accessories	
KMT	2492564	Dual-Carbide Blade Covers 3/4 x 4" x 36" 5/8"Bolt	\$ 117.90
KMT	2478681	Dual-Carbide Blade Covers 3/4 x 4" x 48" 5/8"Bolt	\$ 157.22
КМТ	2872390	Dual-Carbide Blade Covers 3/4 x 4" x 36" 3/4"Bolt	\$ 117.90
KMT	1011918	Dual-Carbide End Protector Standard for 5/8" (16) Bolts	\$ 60.95
КМТ	1011919	Dual-Carbide End Protector Standard for 3/4" (19) Bolts	\$ 70.92
КМТ	1012555	Dual-Carbide End Protector Maximum-duty right for 5/8" (16) Bolts	\$ 390.33
КМТ	1012560	Dual-Carbide End Protector Maximum-duty left for 5/8" (16) Bolts	\$ 390.33

#### **KUEPER I.C.E. Series**

		I.C.E. Blades	
KMT	1553693	I.C.E. Snowplow PB-536 7/8 X 5 X 36" 1 1/2"Gage Square Top	\$ 416.72
KMT	1553694	I.C.E. Snowplow PB-548 7/8 X 5 X 48" 1 1/2"Gage Square Top	\$ 555.63
KMT	2035932	I.C.E Snowplow PB-636 7/8 X 5 X 36" 1 1/2"Gage Beveled Top	\$ 448.72
KMT	2035931	I.C.E Snowplow PB-648 7/8 X 5 X 48" 1 1/2"Gage Beveled Top	\$ 598.29
KMT	3384812	I.C.E Snowplow PB-660 7/8 X 5 X 60" 1 1/2"Gage Beveled Top	\$ 681.37
KMT	1923523	I.C.E. KenCoat Blade 7/8" x 5" x 36" 5/8"Bolt 1.5Gage	\$ 577.84
KMT	1923524	I.C.E. KenCoat Blade 7/8" x 5" x 48" 5/8"Bolt 1.5Gage	\$ 700.22
KMT	2388888	I.C.E. KenCoat Blade 7/8" x 5" x 36" 3/4"Bolt 1.5Gage	\$ 579.28
KMT	2388889	I.C.E. KenCoat Blade 7/8" x 5" x 48" 3/4"Bolt 1.5Gage	\$ 679.69
KMT	3792614	I.C.E. KenCoat Blade IB875482470348 4'	\$ 598.29
		I.C.E. Accessories	
KMT	2040087	I.C.E End Blade Saver 5"Height 3-3" 1.5"Gage 10.5"Length 5/8"Bolt 2 bolt	\$ 314.48
KMT	2040089	I.C.E End Blade Saver 6"Height 3-3" 1.5"Gage 10.5"Length 5/8"Bolt 2 bolt	\$ 332.29
KMT	2040091	I.C.E End Blade Saver 6"Height 3-3" 2.0"Gage 10.5"Length 5/8"Bolt 2 bolt	\$ 333.13

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КМТ	2402490	I.C.E End Blade Saver	6"Height 2-8-2"	EX Hall But 5/8"Bolt 2 Bolt	\$ 405.00
KMT	2402494	I.C.E End Blade Saver	6"Height 3-3-12-2.25"	2.0"Gage 22.5"Length 5/8"Bolt 3 Bolt	\$ 504.54
KMT	2402495	I.C.E End Blade Saver	6"Height 3-3-12-2.25"	' 1.5"Gage 22.5"Length 5/8"Bolt 3 Bolt	\$ 504.54
KMT	2457130	I.C.E End Blade Saver	8"Height 3-3-12-2.25"	' 1.5"Gage 22.5"Length 5/8"Bolt 3 Bolt	\$ 758.20
KMT	3556530	I.C.E End Blade Saver	5"Height 3-3-12-2.25"	' 1.5"Gage 22.5"Length 5/8"Bolt 3 Bolt	\$ 579.02
KMT	2040864	I.C.E CTR Blade Saver	6"Height 3-3-9-3-3"	2.0"Gage 21"Length 5/8" Bolt	\$ 295.34
KMT	2035512	I.C.E CTR Blade Saver	6"Height 3-3-12-3-3"	1.5"Gage 24"Length 5/8" Bolt	\$ 389.99
KMT	2037952	I.C.E CTR Blade Saver	6"Height 3-3-12-3-3"	2.0"Gage 24"Length 5/8" Bolt	\$ 390.01
KMT	2037951	I.C.E CTR Blade Saver	5"Height 3-3-12-3-3"	1.5"Gage 24"Length 5/8" Bolt	\$ 535.01
KMT	2038044	I.C.E CTR Blade Saver	6"Height 3-3-3"	1.5"Gage 9"Length 5/8" Bolt	\$ 184.49
KMT	2038045	I.C.E CTR Blade Saver	8"Height 3-3-3	1.5"Gage 9"Length 5/8" Bolt	\$ 186.48
KMT	2038046	I.C.E CTR Blade Saver	6"Height 3-12-3	1.5"Gage 18"Length 5/8" Bolt	\$ 292.49
KMT	2042998	I.C.E CTR Blade Saver	8"Height 3-3-12-3-3"	1.5"Gage 24"Length 5/8" Bolt	\$ 478.13

#### **KUEPER KENCOAT STYLE**

KenCoat BLADES

KMT	1231173	KenCoat Blade	7/8 X 5 X36"	5/8"Bolt	1.5"Gage	1.0"KenCoat Protection		\$ 534.17
KMT	1180020	KenCoat Blade	7/8 X 5 X48"	5/8"Bolt	1.5"Gage	1.0"KenCoat Protection		\$ 657.99
KMT	1728718	KenCoat Blade	7/8 X 5 X48"	3/4"Bolt	1.5"Gage	1.0"KenCoat Protection		\$ 690.89
KMT	6091098	KenCoat Blade	7/8 X 5 X 36"	3/4"Bolt	1.5"Gage	1.0"KenCoat Protection	(Special Order)	\$ 606.59
KMT	2619561	KenCoat Blade	7/8 X 5 X 36"	5/8"Bolt	1.5"Gage	1.5"KenCoat Protection		\$ 581.86
KMT	2619509	KenCoat Blade	7/8 X 5 X 48"	5/8"Bolt	1.5"Gage	1.5"KenCoat Protection		\$ 775.80
KMT	2619556	KenCoat Blade	7/8 X 5 X 60"	5/8"Bolt	1.5"Gage	1.5"KenCoat Protection		\$ 969.77
KMT	2619559	KenCoat Blade	7/8 X 5 X 36"	3/4"Bolt	1.5"Gage	1.5"KenCoat Protection		\$ 543.92
KMT	2619560	KenCoat Blade	7/8 X 5 X 48"	3/4"Bolt	1.5"Gage	1.5"KenCoat Protection		\$ 725.22

**KUEPER SCARIFIER SYSTEM** 

Scarifier	Blades
Juli	Diauco

KMT	1012359	Scarifier Blade 7/8" 5" 36" 5/8"Bolt Standard Duty	\$ 698.17
KMT	1012360	Scarifier Blade 7/8" 5" 48" 5/8"Bolt Standard Duty	\$ 930.86
KMT	1012361	Scarifier Blade 7/8" 5" 36" 3/4"Bolt Standard Duty	\$ 698.17
KMT	1012362	Scarifier Blade 7/8" 5" 48" 3/4"Bolt Standard Duty	\$ 930.86
KMT	1012351	Scarifier Blade 11/4" 5" 36" 5/8"Bolt Heavy Duty	\$ 799.63
KMT	1012352	Scarifier Blade 11/4" 5" 48" 5/8"Bolt Heavy Duty	\$ 1,066.17
KMT	1012354	Scarifier Blade 11/4" 5" 36" 3/4"Bolt Heavy Duty	\$ 799.63
KMT	1012353	Scarifier Blade 11/4" 5" 48" 3/4"Bolt Heavy Duty	\$ 1,066.17
KMT	1083322	Scarifier Blade 11/4" 6" 36" 5/8"Bolt Severe Duty	\$ 1,282.19
KMT	1083323	Scarifier Blade 11/4" 6" 48" 5/8"Bolt Severe Duty	\$ 1,612.40
KMT	1013086	Scarifier Blade 11/4" 6" 36" 3/4"Bolt Severe Duty	\$ 1,134.11
KMT	1013087	Scarifier Blade 11/4" 6" 48" 3/4"Bolt Severe Duty	\$ 1,512.15
		Scarifier Bits	
KMT	2041786	Scarifier Blade Bit C87WFTKCSB	\$ 18.91
KMT	3837213	Scarifier Blade Bit C87HDRP	\$ 15.91
KMT	1010880	Scarifier Blade Bit C858KCSB	\$ 28.86
KMT	1010937	Scarifier Blade Bit C87KCSB SR	\$ 20.81
KMT	1010935	Scarifier Blade Bit C87DS SR	\$ 17.22
KMT	1011208	Scarifier Blade Bit C855HD	\$ 12.31
KMT	1011206	Scarifier Blade Bit C855HDX	\$ 11.64

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KMT	1011001	Scarifier Blade Bit C855HDX-4 Scarifier Blade Bit C855LR	\$ \$	10.47
		Scarifier Blade Bit AR15087	\$ \$	
KMT	1012240	Scarifier Blade Bit C100 24.43SB	ې \$	32.37
KMT	1847237	Scarifier Blade Bit C387BF		33.58
KMT	1010817		\$	8.64
KMT	6080818	Scarifier Blade Bit RK4-01 Road Milling Tooth	\$	8.21
KMT	1010778	Scarifier Blade Trenching Tooth	\$	9.01
KMT	6299498	Scarifier Blade Bit Kueper by Kennametal - Scarifier Blade Bit RK1-01P grade K706	Ş	5.75
KMT	1012223	Scarifier Accessories Scarifier Blade Retainer for "CM" Tooth	\$	0.12
КМТ	1011935	Scarifier Blade Retainer LR87	\$	0.12
KMT	1012363	Scarifier Blade Retainer C87SR	\$	0.37
KMT	1012089	Scarifier Blade Retainer LR858	ې د	0.89
KMT	1992068	Scarifier Blade Washer SR 44MM	ې د	1.21
KMT	1012117	Scarifier Blade Retainer LR85	ې د	0.62
		Scarifier Blade Retainer RPR07	ې \$	1.83
KMT	1990418		ې \$	
KMT	1104522	Scarifier Blade Reducer Bushing		11.38
KMT	1012275	Scarifier Blade Block C87B (was 1012234)	\$ \$	13.32
KMT	1547387	Scarifier Blade Block U43XHD Large Trenching Block for Step Shank Tools	Ş	109.32
KMT	1012281	Scarifier Blade Block CMB4 Trenching Block for CM42	Ş	8.52
KMT	1012285	Scarifier Blade Block CMB4 Heavy Duty Trenching Block for CM42	\$	15.74
KMT	1012278	Scarifier Blade Block C10	\$	12.23
KMT	1810486	Scarifier Blade Covers 3/4" 5" 36" 5/8"Bolt Standard	\$	226.57
KMT	1803906	Scarifier Blade Covers 3/4" 5" 48" 5/8"Bolt Standard	\$	302.11
KMT	1810484	Scarifier Blade Covers 3/4" 5" 36" 3/4"Bolt Standard	\$	271.89
KMT	1810485	Scarifier Blade Covers 3/4" 5" 48" 3/4"Bolt Standard	\$	302.11
KMT	1791493	Scarifier Blade Covers 3/4" 6" 36" 5/8"Bolt Severe	\$	417.82
KMT	1791494	Scarifier Blade Covers 3/4" 6" 48" 5/8"Bolt Severe	\$	557.09
KMT	1799128	Scarifier Blade Covers 3/4" 6" 36" 3/4"Bolt Severe	\$	417.82
KMT	1799131	Scarifier Blade Covers 3/4" 6" 48" 3/4"Bolt Severe	\$	557.09
KMT	1012885	Scarifier Blade End Protector 2 Bolt 5/8"Bolt KCWB-0348 Right Standard	\$	554.34
KMT	1012884	Scarifier Blade End Protector 2 Bolt 5/8"Bolt KCWB-0349 Left Standard	\$	554.34
KMT	1012911	Scarifier Blade End Protector 2 Bolt 3/4"Bolt KCWB-0350 Right Standard	Ş	554.34
KMT	1012912	Scarifier Blade End Protector 2 Bolt 3/4"Bolt KCWB-0351 Left Standard	Ş	554.34
KMT	1718695	Scarifier Blade End Protector 2 Bolt 3/4"Bolt KCWB-0415 Right Severe	Ş	569.49
KMT	1718697	Scarifier Blade End Protector 2 Bolt 3/4"Bolt KCWB-0416 Left Severe	\$	569.51
KMT	1821674	Scarifier Blade End Protector 3 Bolt 3/4"Bolt KCWB-0442 Right Severe	\$	595.97
KMT	1821679	Scarifier Blade End Protector 3 Bolt 3/4"Bolt KCWB-0443 Left Severe	\$	595.97
KMT	1012247	Scarifier Blade Tool KHP2 Hammer Air-Hammer Punch	\$	53.92
KMT	1012245	Scarifier Blade Tool KAHP1 Air-Hammer Punch	\$	40.90
KMT	1012246	Scarifier Blade Tool KAHP 1D Air-Hammer Punch	\$	59.05
KMT	1782456	Scarifier Blade Tool KHP3 Punch Air-Hammer Punch	\$	76.72
KMT	1889501	Scarifier Blade Tool KPF Xtractor	\$	88.39
KUEPER SI	INGLE EDGE CARBIDE TOP B			
KMT	1011883	Snowplow Grader Blade PB-736H Top Beveled 5/8" Inserts 7/8" x 5" x 36" 1.5"Gage 5/8" Bolt	\$	338.99
KMT	1011885	Snowplow Grader Blade PB-748H Top Beveled 5/8" Inserts 7/8" x 5" x 48" 1.5"Gage 5/8" Bolt	\$	451.95
KMT	1011887	Snowplow Grader Blade PB-760H Top Beveled 5/8" Inserts 7/8" x 5" x 60" 1.5"Gage 5/8" Bolt	\$	607.55
KMT	1011930	Snowplow Grader Blade GDR48A0140 Top Beveled 3/4" Inserts 7/8" x 5" x 48" 1.5"Gage 5/8" Bol	\$	594.47

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KMT	5690986	Snowplow Grader Blade	РВ875363710626 Тар	<b>( Hed B8</b> " Inse <b>A</b> s 7/8" x 5" x 36" 1.5"Gage 3/4'	\$	338.99
KMT	1789731	•	•	5 3/4" x 5" x 4" 1.62" Gage 5/8" Bolt	\$	626.46
KMT	1789733	Snowplow Grader Blade T	Top Beveled 5/8" Inserts	5 3/4" x 5" x 6" 1.62" Gage 5/8" Bolt	\$	946.96
KUEPER T	UNGSTEN CARBIDE PICK-UF	PLOW BLADES				
		Straight Plows				
KMT	1826114	Snowplow 7'-6" (90") N	/leyer/Fisher	1/2"Bolt Replaces 45"	OB	SOLETE
KMT	1826115	Snowplow 8'-0" (90")	Meyer/Fisher	1/2"Bolt Replaces 48"	\$	528.36
KMT	1826116	Snowplow 8'-6" (102")	Meyer/Fisher	1/2"Bolt Replaces 34" End Blade	\$	374.27
KMT	1826117	Snowplow 8'-6" (102")	Meyer/Fisher	1/2"Bolt Replaces 34" Center Blade	\$	374.27
KMT	2401740	Snowplow 7'-6" (90") \	Western Pro Series	1/2"Bolt Replaces 45"	\$	487.33
KMT	3381745	Snowplow 7'-6" (90") \	Western Pro Plus Series	5/8"Bolt Replaces 45"	\$	487.35
KMT	1826118	Snowplow 8'-0" (96") \	Western	1/2"Bolt Replaces 48"	\$	410.88
KMT	1826124	Snowplow 8'-6" (102") \	Western	1/2"Bolt Replaces 51"	\$	561.38
KMT	3577996	Snowplow 8'-6" (102") \	Western Pro Series	5/8"Bolt Replaces 51"	\$	552.34
KMT	3017373	Snowplow 9'-0" (108") \	Western Pro Series	5/8"Bolt Replaces 54"	\$	594.41
KMT	3336769	Snowplow 9'-0" (108") F	Fisher MC (3pc set)	3/4"Bolt Replaces 31-3/8" End Blade	\$	341.23
KMT	3336770	Snowplow 9'-0" (108") F	Fisher MC (3pc set)	3/4"Bolt Replaces 45" Center Blade	\$	495.34
KMT	3277933	Snowplow 10'-0 (120")	Fisher MC	3/4"Bolt Replaces 60"	\$	653.25
KMT	2263063	Snowplow 7'-6" (90")	The Boss	1/2"Bolt Replaces 45" OBSOLETE	OB	SOLETE
KMT	2263064	Snowplow 8'-0" (96")	The Boss	1/2"Bolt Replaces 48"	\$	482.53
KMT	2263065	Snowplow 8'-6" (102")	The Boss	1/2"Bolt Replaces 51"	\$	508.17
KMT	2263066	Snowplow 9'-0" (108")	The Boss	1/2"Bolt Replaces 54"	\$	536.58
KMT	1011842	Snowplow 10'-0" (120")	The Boss	5/8"Bolt Replaces 36" End Blade	\$	312.17
KMT	1011844	Snowplow 10'-0" (120")	The Boss	5/8"Bolt Replaces 48" Center Blade	\$	416.21
		V Plows				
KMT	2263009	Snowplow 8'-2" (98")	The Boss VRTII 1	I/2"Bolt Replaces 48"	\$	549.18
KMT	1961521	Snowplow 8'-2" (98")	The Boss VRT3 5	5/8" Bolt Replaces 48"	\$	417.09
KMT	2263011	Snowplow 9'-2" (110")	The Boss VRT3 5	5/8"Bolt Replaces 54	\$	604.23
KMT	2263012	Snowplow 10' (120")	The Boss VRT3	5/8"Bolt Replaces 59"	\$	675.04
KUEPER C	CARBIDE SNOWPLOW BLAD	ES				

KUEPER	CARBIDE	SNOWPL	OW BL	ADES
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		Standard-Size 5/8	" Carbide I	nserts			
KMT	1011805	Snowplow Blade	PB-128C	3/4" x 6" x 28"	2"Gage	6-8-8-6"	\$ 254.53
KMT	1011807	Snowplow Blade	PB-136	3/4" x 6" x 36"	2"Gage	3-3-12-12-3-3"	\$ 312.18
KMT	1011848	Snowplow Blade	PB-136H	7/8" x 5" x 36"	1 1/2"Gage	3-3-12-12-3-3"	\$ 312.15
KMT	1011842	Snowplow Blade	PB-236	3/4" x 6" x 36"	1 1/2"Gage	3-3-12-12-3-3"	\$ 312.17
KMT	1011859	Snowplow Blade	PB-436	3/4" x 5" x 36"	1 1/2"Gage	3-3-12-12-3-3"	\$ 303.29
KMT	1011883	Snowplow Blade	PB-736H	7/8" x 5" x 36"	1 1/2"Gage	3-3-12-12-3-3" Top Beveled	\$ 338.99
KMT	1011811	Snowplow Blade	PB-144E	3/4" x 6" x 44"	2"Gage	2-8-8-8-8-2" Square Edge	\$ 390.07
KMT	1011809	Snowplow Blade	PB-144C	3/4" x 6" x 44"	2"Gage	6-8-8-8-6" Square Edge	\$ 390.07
KMT	1011813	Snowplow Blade	PB-148	3/4" x 6" x 48"	2"Gage	3-3-12-12-12-3-3" Square Edge	\$ 416.21
KMT	1011854	Snowplow Blade	PB-148H	7/8" x 5" x 48"	1 1/2"Gage	3-3-12-12-12-3-3" Square Edge	\$ 416.19
KMT	1011844	Snowplow Blade	PB-248	3/4" x 6" x 48"	1 1/2"Gage	3-3-12-12-12-3-3" Square Edge	\$ 416.21
KMT	1011861	Snowplow Blade	PB-448	3/4" x 5" x 48"	1 1/2"Gage	3-3-12-12-12-3-3" Square Edge	\$ 404.41
KMT	1011885	Snowplow Blade	PB 748H	7/8" x 5" x 48"	1 1/2"Gage	3-3-12-12-12-3-3" Top Beveled	\$ 451.95
KMT	1011819	Snowplow Blade	PB-160C	3/4" x 6" x 60"	2"Gage	6-8-8-8-8-8-6"	\$ 563.01
KMT	1011887	Snowplow Blade	PB-760H	7/8" x 5" x 60"	1 1/2"Gage	3-3-12-12-12-12-3-3" Top Beveled	\$ 607.55
KMT	1011856	Snowplow Blade	PB-160H	7/8" x 5" x 60"	1 1/2 " Gage	3-3-12-12-12-12-3-3" Square Edge	\$ 559.94

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К	(MT 10)	11904	Snowplow Blade 36NPS 3/4" x 6" x 36" FXHIBIT A	\$	303.57
К	(MT 298	84957	Snowplow Blade PB875362410137 FRINKWING 288-5 .88 x 5" x 36" 1.5 Gage	OBS	OLETE
К	(MT 298	84958	Snowplow Blade PB875362410136 FRINK WING 688-4 .88 x 5" x 36" 1.5 Gage	\$	462.66
К	(MT 10)	11906	Snowplow Blade 48NPS 3/4" x 6" x 48"	\$	404.75
К	(MT 533	31101	Snowplow Blade PB875483710492 .88 x 5" x 48"	\$	451.98
К	(MT 10)	11817	Snowplow Blade PB-160 3/4" x 6" x 60"	\$	563.00
K	(MT 183	30137	Snowplow Blade 60NPS	\$	515.87
K	(MT 309	90517	Snowplow Blade PB878362410165 7/8"x8"x36" 1 1/2" Gage 3-3-6-6-6-6-3-3 5/8"Bolt	\$	477.03
К	(MT 309	90516	Snowplow Blade PB878482410166 7/8"x8"x48" 1 1/2" Gage 3-3-6-6-6-6-6-6-3-3 5/8"Bolt	\$	658.21
К	(MT 41	56188	Snowplow Blade PB875363480410 7/8"x5"x36" 1 1/2" Gage 3-3-12-12-3-3" 5/8"Bolt	\$	312.18
к	(MT 262		Snowplow Blade PB876482410097 7/8"x6"x48" 1 1/2" Gage 3-3-12-12-12-3-3" 5/8"Bolt	\$	458.09
К	(MT 41	59856	Snowplow Blade PB875483480422 7/8"x5"x48" 1 1/2" Gage 3-3-12-12-12-3-3" 5/8"Bolt	\$	421.80
К	(MT 692	21670	Snowplow Blade PB136-7 3/4" x 6" x 36" 2"Gauge 3-3-12-12-3-3" Standard-Size 5/8" Carbide In	\$	351.55
к	(MT 692	21681	Snowplow Blade PB148-7 3/4" x 6" x 48" 2"Gauge 3-3-12-12-3-3" Standard-Size 5/8" Carbide In	\$	468.73
			Heavy-Duty 3/4" Carbide Inserts		
К	(MT 10)	11968	Snowplow Blade PB-336	\$	383.43
К	(MT 10)	11970	Snowplow Blade PB-348	\$	511.28
К	(MT 10)	11926	Snowplow Blade PB-348H 7/8" x 5" x 48" 1 1/2"Gage 3-3-12-12-12-3-3"	\$	541.76
К	(MT 10)	11930	Snowplow Blade GDR48A0140 Top Beveled 7/8" x 5" x 48" 1 1/2"Gage	\$	594.47
К	(MT 10)	11972	Snowplow Blade PB-360 3/4" x 6" x 60" 1 1/2"Gage 3-3-12-12-12-3-3"	\$	639.10
к	(MT 10)	11974	Snowplow Blade PB-372 3/4" x 6" x 72" 1 1/2"Gage 3-3-12-12-12-12-3-3"	\$	766.93
к	(MT 249	90256	Snowplow Blade PB875362450074 .88 x 5" x 36" 1.5 Gage	\$	462.30
к	(MT 249	90257	Snowplow Blade PB875482450075 .88 x 5" x 48" 1.5 Gage	\$	616.44
к	(MT 338	81745	Snowplow Blade PB756452320196 3/4 x 6" x 45"	\$	487.35
к	(MT 249	90259	Snowplow Blade PB875602450076 .88 x 5" x 60" 1.5 Gage	\$	770.55
к	(MT 543	35797	Snowplow Blade PB756362450557 3/4 x 6" x 36" 1 1/2" Gage 3-3-12-12-3-3" 5/8"Bolt	\$	457.06
К	(MT 56)	11987	Snowplow Blade PB756601450599 3/4 x 6" x 60" 2" Gage 3-3-12-12-12-12-3-3" 5/8"Bolt	\$	761.77
К	(MT 56)	11988	Snowplow Blade PB756361450597 3/4 x 6" x 36" 2" Gage 3-3-12-12-3-3" 5/8"Bolt	\$	457.06
К	(MT 56)	11989	Snowplow Blade PB756481450598 3/4 x 6" x 48" 2" Gage 3-3-12-12-3-3" 5/8"Bolt	\$	609.40
K	(MT 703	35790	Snowplow Blade PB348-BN7 7/8" x 5" x 48" المالة 1.5"Gauge 3-3-12-12-3-3" 3/4" Carbide Bullnose In:	\$	596.74
			.57" Tall Bulinose Inserts		
K	(MT 332	23727	Snowplow Blade PB875362470182 7/8" x 5" x 36" 1 1/2"Gage 3-3-12-12-3-3"	\$	397.06
К	(MT 332	23726	Snowplow Blade PB75482470183 7/8" X 5" X 48" 1 1/2"Gage 3-3-12-12-12-3-3"	\$	522.05
			Premium		
К	(MT 660	03946	Kennametal 3' - 1045 Premium Single Edge Carbide Blade	\$	298.15
К	(MT 660	03947	Kennametal 4' - 1045 Premium Single Edge Carbide Blade	\$	397.53
			Made To Order Inserts		
К	(MT 11	57211	Snowplow Blade .81 x 40 Deg 7/8" x 6"x 44" 2"Gage 2-(10) 4" spaces-2	\$	579.60
К	(MT 30)	07351	Snowplow Blade PB-8876561440148 7/8" x 6" x 56" 2"Gage 4-(6) 8" spaces-4	\$	632.37
			Accessories		
K	(MT 10)	12592	Snowplow Blade End Protector KCWB-0307-A Standard	\$	209.04
К	(MT 333		Snowplow Blade End Protector KCWB-0574 3 Bolt	\$	303.90
К	(MT 10)	12464	Kueper by Kennametal - Mushroom Cap Curb Guard KCWB-0145	\$	104.97
К	(MT 10)	12483	Snowplow Frame Shoe Casting KCWB-0167	\$	335.01
к	(MT 10)	12454	Wear Protection KCWB-0114	\$	50.19
K	(MT 10)	12633	Wear Protection KCWB-0055-20	\$	27.89

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XCAL	PRODUCTS	EXHIBIT A	
KNA	3BLMI148SPR	KNA Premium Carbide Snowplow Blade 3/4" x 6" x 48" 1 1/2"Gauge 3-3-12-12-3-3" Standard-Siz	\$ 298.37
KNA	3BLMI136SPR	KNA - Premium Carbide Snowplow Blade 3/4" x 6" x 36" 1 1/2"Gauge 3-3-12-12-3-3" Standard-Si	\$ 223.78
Xcal	GW2513	25mm shank grading tool, square washer, 13 tip	\$ 15.85
Xcal	GW2523	25mm shank grading tool, square washer, 23 tip	\$ 19.46
Xcal	GW3520	35mm shank grading tool, square washer, 20 tip	\$ 45.87
Xcal	GB223658	36" grading board, 22mm 1.5" tool spacing, 5/8" bolt size, 24 tool capacity	\$ 567.72
Xcal	GB223634	36" grading board, 22mm 1.5" tool spacing, 3/4" bolt size, 24 tool capacity	\$ 567.72
Xcal	GB224858	48" grading board, 22mm 1.5" tool spacing, 5/8" bolt size, 32 tool capacity	\$ 756.29
Xcal	GB224834	48" grading board, 22mm 1.5" tool spacing, 3/4" bolt size, 32 tool capacity	\$ 756.29
Xcal	GB223658G	36" grading board, 22mm 1.72" tool spacing, 5/8" bolt size, 21 tool capacityfeatures internal clip groc	\$ 642.31
Xcal	GB223634G	36" grading board, 22mm 1.72" tool spacing, 3/4" bolt size, 21 tool capacityfeatures internal clip groc	\$ 642.31
Xcal	GB224858G	48" grading board, 22mm 1.72" tool spacing, 5/8" bolt size, 28 tool capacityfeatures internal clip groc	\$ 855.74
Xcal	GB224834G	48" grading board, 22mm 1.72" tool spacing, 3/4" bolt size, 28 tool capacityfeatures internal clip groc	\$ 855.74
Xcal	GB2536	36" heavy duty grading board, 25mm 1.72" tool spacing, 3/4" bolt size, 21 tool capacity	\$ 791.50
Xcal	GB2548	48" heavy duty grading board, 25mm 1.72" tool spacing, 3/4" bolt size, 28 tool capacity	\$ 1,054.65
Xcal	GB3548	48" super duty grading board 35mm, 2.50" tool spacing, 1" bolt size, 19 tool capacity	\$ 3,398.09

# OLOFSFORS PRODUCTS

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OLF	122-454410	Sharq P300 240x10x915mm (3')	\$ 99.99
OLF	122-454420	Sharq P300 240x10x1220mm (4')	\$ 124.65
OLF	122-454430	Sharq P300 240x10x1525mm (5')	\$ 148.51
OLF	122-454502	Sharq Flat 200x10x915mm (3')	\$ 69.57
OLF	122-454512	Sharq Flat 200x10x1220mm (4')	\$ 91.27
OLF	122-454522	Sharq Flat 200x10x1525mm (5')	\$ 113.66
OLF	122-454692	Sharq Flat 200x12x 915mm 1/2" (3')	\$ 84.57
OLF	122-454702	Sharq Flat 200x12x1220mm 1/2" (4')	\$ 110.84
OLF	122-454712	Sharq Flat 200x12x1525mm 1/2" (5')	\$ 132.69
OLF	122-496434	Sharq P300 HD 200x16x 915mm (3')	\$ 143.55
OLF	122-496444	Sharq P300 HD 200x16x1220mm (4')	\$ 182.15
OLF	122-496454	Sharq P300 HD 200x16x1525mm (5')	\$ 227.86
OLF	122-361971	Sharq RAM 200x16x 915mm 5/8" (3')	\$ 98.43
OLF	122-361951	Sharq RAM 200x16x1220mm 5/8" (4')	\$ 133.78
OLF	122-361961	Sharq RAM 200x16x1525mm 5/8" (5')	\$ 163.69
OLF	122-362101	Sharq RAM 200x20x915mm 3/4" (3')	\$ 139.37
OLF	122-361931	Sharq RAM 200x20x1220mm 3/4" (4')	\$ 170.33
OLF	122-361941	Sharq RAM 200x20x1525mm 3/4" (5')	\$ 207.60
OLF	920-461810	Carbide blades 130x20/12x610mm (2')	\$ 294.74
OLF	920-461820	Carbide blades 130x20/12x915mm (3')	\$ 445.79
OLF	920-461830	Carbide blades 130x20/12x1220mm (4')	\$ 594.38
OLF	920-461850	Carbide Serrated 130x20/12x610mm (2' Serrated)	\$ 294.74
OLF	920-461860	Carbide Serrated 130x20/12x915mm (3' Serrated)	\$ 427.43
OLF	920-461870	Carbide Serrated 130x20/12x1220mm (4' Serrated)	\$ 572.72
OLF	122-164092	HMS 3000 L=912mm 37° Ø22,23 mm(3')	\$ 557.71
OLF	122-164095	HMS 3000 L=1217mm 37° Ø22,23 mm(4')	\$ 742.41
OLF	122-158004	HMS 3000 L=608mm 37° Ø19,5 mm(2')	\$ 419.79

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OCUSIGN E	122-158002	3-548B-496A-B94C-C7788B954A75 HMS 3000 L=912mm 37° Ø19,5 mm (3') EXHIBIT A	\$	557.17
OLF	122-158005	HMS 3000 L=1217mm 37° Ø19,5 mm (4')	\$	741.87
OLF	122-156070	HMS 3000 L=608mm 25° Ø19,5 mm (2')	\$	364.57
OLF	122-156071	HMS 3000 L=915mm 25° Ø19,5 mm (3')	\$	527.55
OLF	122-156072	HMS 3000 L=1217mm 25° Ø19,5 mm (4')	\$	668.69
OLF	122-156085	HMS 3000 L=1217mm 25° Ø25 mm (4')	Ś	737.18
OLF	920-450396	Carbide Stud, sharp w/ collar and washer Ø19,5 mm	Ś	8.44
OLF	920-450395	Carbide Stud, blunt with collar and washer Ø19,5 mm	Ś	9.11
OLF	122-454410	Sharq Viking 240x11/5x915mm (3')	\$	90.28
OLF	122-483320	Sharq Viking 240x11/5x1220mm (4')	\$	119.96
OLF	122-483330	Sharq Viking 240x11/5x1525mm (5')	\$	148.51
OLF	122-456413	Viking Serrated 193x12x 915 gap 16mm (3ft Curved)	\$	87.56
OLF	122-456423	Viking Serrated 193x12x1220 gap 16mm (4ft Curved)	\$	99.87
OLF	122-456433	Viking Serrated 193x12x1525 gap 16mm (5ft Curved)	\$	125.24
OLF	122-456411	Viking Serrated 193x12x 915 gap 30mm (3ft Curved)	\$	88.78
OLF	122-456421	Viking Serrated 193x12x1220 gap 30mm (4ft Curved)	\$	101.48
OLF	122-456431	Viking Serrated 193x12x1525 gap 30mm (5ft Curved)	\$	127.45
OLF	122-484100	Curb Protector 210x16x580mm Ø60mm (2-3/8")	\$	312.99
OLF	122-369570	Mounting Boards 150x20x1512mm 5/8" (5')	\$	238.48
OLF	122-369560	Mounting Boards 150x20x1512mm 3/4" (5')	\$	238.48
OLF	122-369550	Mounting Boards 150x20x1817mm 5/8" (6')	\$	289.63
OLF	122-369540	Mounting Boards 150x20x1817mm 3/4" (6')	\$	289.63
OLF	122-369530	Mounting Boards 150x20x2122mm 5/8" (7')	\$	338.85
OLF	122-369520	Mounting Boards 150x20x2122mm 3/4" (7')	\$	338.85
OLF	122-369510	Mounting Boards 150x20x2427mm 5/8" (8')	\$	388.06
OLF	122-369500	Mounting Boards 150x20x2427mm 3/4" (8')	\$	388.06
OLF	151-457510	Wedge bolt 16x53mm	\$	4.69
OLF	151-457500	Wedge bolt 16x47mm	\$	4.60
OLF	151-457512	Wedge bolt 16x65mm	\$	8.44
OLF	151-455980	Wedge 20,5x125mm Long	\$	2.68
OLF	151-455950	Wedge 18,5x100mm	\$	2.81
OLF	151-455960	Wedge 20,5x100mm	\$	2.95
OLF	151-484320	Mounting tool w/ shatter protection	\$	72.38
OLF	959-590250	Washer nr 70 straight	\$	2.81
OLF	959-590560	Washer 80,65	\$	4.07
OLF	122-261108	Race 150 152x22x610mm (2')	\$	382.03
OLF	122-261100	Race 150 152x22x915mm (3')	\$	551.28
OLF	122-261107	Race 150 152x22x1220mm (4')	\$	719.31
OLF	122-261114	Race 150 Clamp bar 60x10x 610mm (2')	\$	20.87
OLF	122-261116	Race 150 Clamp bar 60x10x 915mm (3')	\$	29.67
OLF	122-261117	Race 150 Clamp bar 60x10x 1220mm (4')	\$	37.03
OLF	122-455000	Bruxite Wear Block, P300 200x10x 125	\$	15.33
OLF	122-455010	Bruxite Wear Block, P300 240x10x 150	\$	17.77

MASTER AGREEMENT Kueper North America LLC Master Agreement No: 30013 (hereinafter "Contractor")

And

### State of Maine (hereinafter "Participating State/Entity")

Page 1 of 4

1. <u>Scope</u>: This addendum covers the Snowplow Blade Cutting Edges led by the State of Vermont for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. <u>Participation:</u> Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. <u>Participating State Modifications or Additions to Master Agreement:</u> (These modifications or additions apply only to actions and relationships within the Participating Entity.)

i. EQUAL EMPLOYMENT OPPORTUNITY. Contractor agrees as follows. During the performance of this contract, the

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

MASTER AGREEMENT Kueper North America LLC Master Agreement No: 30013 (hereinafter "Contractor")

#### And

### State of Maine (hereinafter "Participating State/Entity")

Page 2 of 4

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

- ii. <u>GOVERNING LAW</u> This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. <u>STATE HELD HARMLESS</u> The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
- iv. <u>NON-APPROPRIATION</u> Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
  - 4. Lease Agreements: N/A

5. <u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor		
Name	Kueper North America LLC	
Address	171 Church Street, Ste 300, Charleston SC 29401	
Telephone	843-723-7361	
Fax	843-723-7362	
E-mail	gwillis@kueperblades.com	

MASTER AGREEMENT Kueper North America LLC Master Agreement No: 30013 (hereinafter "Contractor")

And

### State of Maine (hereinafter "Participating State/Entity")

Page 3 of 4

Participating Entity

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Name	Terry DeMerchant, State of Maine Division of Purchases
Address	9 State House Station, Augusta ME 04333-0009
Telephone	207-624-7334
Fax	207-287-6578
E-mail	Terry.L.DeMerchant@maine.gov

6. <u>Subcontractors</u>: All [contactor] dealers and resellers authorized in the State of Maine, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Maine	Contractor: Kueper North America LLC
By: Warle Into	By: RMAC
Name: Mark Lutte	Name: Gardiner Willis
Title: Director of the Division of Purchases	Title: Managing Partner
Date: 10/14/2015	Date: 11/9/2015

[Additional signatures as required by Participating State]

MASTER AGREEMENT Kueper North America LLC Master Agreement No: 30013 (hereinafter "Contractor")

And

### State of Maine (hereinafter "Participating State/Entity")

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@naspovaluepoint.org

### [Please email fully executed PDF copy of this document to <u>PA@naspovaluepoint.org</u> to support documentation of participation and posting in appropriate data bases]

# **STATE OF MAINE**

### GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)

- 1. **DEFINITIONS**: The following definitions are applicable to these standard terms and conditions:
  - a. The term "Buyer" or "State" shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
  - d. The term "Division" shall refer to the State of Maine Division of Purchases.
  - e. The term "Contractor", "Vendor", or "Provider" shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term "Contract" or "Agreement" shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
- 2. WARRANTY: The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

**3. TAXES**: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

**4. PACKING AND SHIPMENT**: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest

transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY**: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

**8. INVOICE**: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS**: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION**: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION**: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are deappropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS**: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION**: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES**: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT**: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS**: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION**: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation or this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18.** WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY**: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION**: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION**: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.