

MA 18P 24082000000000000020  
NEW

## State of Maine



### Master Agreement

**Effective Date:** 03/29/24

**Expiration Date:** 03/28/29

**Master Agreement Description:** Sabre Snow Plow Blades/Cutting Edges, NASPO 47643

#### **Buyer Information**

William Allen	207-624-7871	ext.	WJE.Allen@maine.gov
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#### **Issuer Information**

Sharon Krechkin	207-624-3038	ext.	sharon.krechkin@maine.gov
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#### **Requestor Information**

Brian Burne	207-592-3260	ext.	brian.burne@maine.gov
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#### **Agreement Reporting Categories**

**Reason For Modification:** Utilize NASPO Amendment to extend through March 28, 2029

#### **Authorized Departments**

17A	TRANSPORTATION
17D	MOTOR TRANSPORT

### Vendor Information

**Vendor Line #:** 1

#### **Vendor ID**

VC0000222724

#### **Vendor Name**

CHEMUNG SUPPLY CORP

#### **Alias/DBA**

#### **Vendor Address Information**

2420 CORNING RD

ELMIRA, NY 14903  
US

**Vendor Contact Information**

MIKE MENNER  
607-733-5506 ext.  
mmenner@chemungsupply.com

**Commodity Information**

**Vendor Line #:** 1  
**Vendor Name:** CHEMUNG SUPPLY CORP  
**Commodity Line #:** 1  
**Commodity Code:** 76006  
**Commodity Description:** Sabre Plow Blades/Cutting Edges  
**Commodity Specifications:**  
**Commodity Extended Description:** Sabre Snow Plow Blades/Cutting Edges, NASPO 47643

<b>Quantity</b>	<b>UOM</b>	<b>Unit Price</b>
0.00000		0.000000
<b>Delivery Days</b>	<b>Free On Board</b>	
<b>Contract Amount</b>	<b>Service Start Date</b>	<b>Service End Date</b>
0.00	03/29/24	03/28/29
<b>Catalog Name</b>	<b>Discount</b>	
	0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

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

**- DocuSigned by:**

David Morris

9/3/2024

Signature 2A6441AF5681F482...

Date

David Morris, Acting Chief Procurement Officer

Vendor

—DocuSigned by:

Mike Menner

9/3/2024

Signature

Date

Mike Menner, V.P. Winter Products

**Participating Addendum  
for  
Snowplow and Grader Cutting Edges  
between  
State of Maine  
and  
Chemung Supply Corp.**

This Participating Addendum is entered into by The State of Maine ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 47643, executed by Contractor and the State of Vermont for Snowplow and Grader Edging ("Master Agreement"):

Chemung Supply Corp. ("Contractor")  
2420 Corning Road  
Elmira, NY 14903

**I. PARTICIPATING ADDENDUM CONTACTS.**

Contractor's contact for this Participating Addendum is:

Mike Menner  
V.P. Winter Products  
[mmenner@chemungsupply.com](mailto:mmenner@chemungsupply.com)  
607-733-5506

Participating Entity's contact for this Participating Addendum is:

William Allen  
Senior Procurement Manager  
[wje.allen@maine.gov](mailto:wje.allen@maine.gov)  
207-624-7871

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or August 20, 2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
  - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
  - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.



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Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the State of Maine Master Agreement Contract number 18P 240820-0020 on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- VIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
- IX. NOTICE.** Any notice required herein shall be sent to the following:
- |  |  |
|--|--|
| For Contractor:  | For Participating Entity:                                    |
| Mike Menner  | William Allen  |
| V.P. Winter Products   | Senior Procurement Manager                                   |
| <a href="mailto:mmenner@chemngsupply.com">mmenner@chemngsupply.com</a> | <a href="mailto:wje.allen@maine.gov">wje.allen@maine.gov</a> |
| 607-733-5506   | 207-624-7871   |
- X. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org). The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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Snowplow and Grader Edging**


Between **The State of Maine** and  
**Chemung Supply Corp.**

**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.


IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**CONTRACTOR:**

DocuSigned by:  
  
Signature  
Mike Menner  
**Mike Menner**

**V.P. Winter Products**  
8/20/2024  
Date

**PARTICIPATING ENTITY:**

DocuSigned by:  
  
Signature  
David Morris  
**David Morris**

**Acting Chief Procurement Officer**  
8/22/2024  
Date

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**Attachment A:**

**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 “Office” shall refer to the State of Maine Office of State Procurement Services.
  - 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 Office, 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 Office shall give written notice of observed defects with reasonable promptness.

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**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 Office 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 Office 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 Office.

**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 Office, 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 Office'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 Office'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 Office. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor 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

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constitute final acceptance. The Office, 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 Office 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 Office 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 Office.

**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 any errors or 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 Office.

**9. ALTERATIONS:** The Office reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, 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 Office 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 Office terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), the Office may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Office deems appropriate, and Contractor shall be liable to the Office for any excess cost of such similar articles or services.

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**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 de-appropriated, 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 Office 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 Office 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 Office'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



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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 of this warranty, the Office 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 Office 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 Office.

**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.

**22. ORDER OF PRECEDENCE.** In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

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**23. CYBERSECURITY AND PROHIBITED TECHNOLOGIES:** The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.



Contract Number: 47643  
Contractor: Chemung Supply Corp.

## STANDARD CONTRACT

1. **Parties.** This is a contract between the State of Vermont, Office of Purchasing and Contracting (hereinafter called "State"), and Chemung Supply Corp, with a principal place of business in Elmira NY, (hereinafter called "Contractor"). Contractor's form of business organization is corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Subject Matter.** The subject matter of this contract is commodities generally on the subject of Snowplow and Grader Cutting Edges. Detailed requirements to be provided by Contractor are described in Attachment B1. The State of Vermont Office of Purchasing and Contracting (OPC) (hereinafter called "Lead State") on behalf of the State of Vermont and NASPO ValuePoint lead a multistate, cooperative Request for Proposal resulting in a Master Agreement Award. After evaluation by a multistate sourcing team, the solicitation resulted in Master Agreements with qualified manufacturers of various types of Snowplow and Grader Cutting Edges.

4. **Contract Term.** The period of contractor's performance shall begin on March 29, 2024 and end on March 28, 2029 with an option to renew for two (2) twelve-month terms upon mutual agreement of both parties.

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

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

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

8. **Attachments.** This contract consists of 43 pages including the following attachments which are incorporated herein:

Attachment A - Statement of Work

Attachment B - Payment Provisions

Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/7/2023)

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

Attachment E – Equipment Types and Pricing

Exhibit A - NASPO Value Point Master Agreement Terms & Conditions

9. **Order of Precedence.** For any order placed under this Master Agreement, any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

(1) NASPO VALUPOINT MASTER AGREEMENT

(2) Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/7/2023)

Contract Number: 47643  
Contractor: Chemung Supply Corp.

- (3) Attachment A
- (4) Attachment B
- (5) Attachment D - STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
- (6) Exhibit A - NASPO Value Point Master Agreement Terms & Conditions
- (7) Attachment E - Equipment Types and Pricing

- a. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are not expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

11. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this contract. The primary contacts for this this Contract are as follows:

a. **For the Contractor:**

Name: Mike Menner  
Phone: 607-733-5506  
Email: [mmenner@chemungsupply.com](mailto:mmenner@chemungsupply.com)

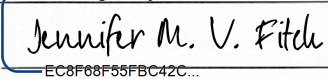
b. **For the State:**

Name: State of Vermont, Bill Vivian  
Address: 133 State Street, 5<sup>th</sup> Floor, Montpelier, VT 05633-8000  
Phone: 802-261-0797  
Email: [Bill.Vivian@Vermont.gov](mailto:Bill.Vivian@Vermont.gov)


12. **The following provision pertains only to the State of Vermont Purchasing Entities:** This Participating Addendum may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the state (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

By the State of Vermont:

Date: 3/18/2024  
Signature:   
Name: Jennifer M.V. Fitch  
Title: Commissioner - Buildings and General Services

By the Contractor:

Date: 3/15/2024  
Signature:   
Name: Mike Menner  
Title: VP, Winter Products

Contract Number: 47643  
Contractor: Chemung Supply Corp.

## ATTACHMENT A – STATEMENT OF WORK

### SCOPE OF WORK:

1. The Contractor shall provide various types of Snowplow and Grader Cutting Edges in accordance with Attachment B1 Equipment Types and Pricing to various State agencies and Political Subdivisions (POLYSUBs) within the State of Vermont and any NASPO ValuePoint participating entity.
2. **WARRANTY:** Each product purchased hereunder shall include a manufacturer's written warranty, which must be based on commercial use, and extend for a minimum term of one (1) year from the date a Product is available for use by the purchaser, or such longer period as set forth in the written warranty.
3. **DELIVERY:** Responsibility for product delivery remains with Contractor until the product is properly delivered and signed for. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Upon delivery, all packaging and containers shall become the property of the State, unless otherwise stated. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
4. **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.
5. **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.
6. **ORDERING REQUIREMENTS FOR VERMONT PURCHASING ENTITIES:**  
Orders supported by Federal funds shall be subject to the Federal Terms included as Attachment D to this contract.

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### ATTACHMENT B – PAYMENT PROVISIONS

The Contractor will be paid for products actually delivered or performed, as specified in Attachment A.

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.

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.
3. **PRICING:** Contractor shall provide all products F.O.B. delivery to the ordering facility at no additional cost to the State. No request for extra delivery cost will be honored. All equipment shall be delivered assembled, serviced, and ready for immediate use, unless otherwise requested by the State. No charge for packing, shipping, or for any other purpose will be allowed over and above the price quoted.
4. Following complete delivery of the items, each as specified in Attachment A, and the State's written confirmation to the Contractor of the State's acceptance of those items and that training, Contractor will, within 30 business days, invoice the State in accordance with the rates specified in Attachment E.
5. Unless otherwise indicated in a manufacturer's return policy, unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.
6. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.



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Contractor: Chemung Supply Corp.

**ATTACHMENT C: STANDARD STATE PROVISIONS  
FOR CONTRACTS AND GRANTS  
REVISED DECEMBER 7, 2023**

**“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.**



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Contractor: Chemung Supply Corp.

**Attachment D**

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

(Revision date: *July 19, 2023*)

**PROCUREMENT OF RECOVERED MATERIALS**

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

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

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

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

**CLEAN AIR ACT**

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

**FEDERAL WATER POLLUTION CONTROL ACT**

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

**CONTRACTOR BREACH, ERRORS AND OMISSIONS**

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

**TERMINATION FOR CONVENIENCE**

1. General

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- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

## 2. Contractor Obligations

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

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

## 3. Claim by Contractor

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

## 4. Negotiation

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

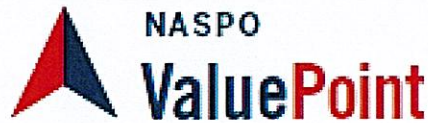
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**ATTACHMENT E Equipment Types and Pricing**

- **Equipment Types and Pricing shall be posted on the NASPO ValuePoint website.**



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## Exhibit A

### NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

#### I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering

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procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

## II. Term of Master Agreement

**2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years. The term of this Master Agreement may be extended beyond the initial term for two (2) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

**2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

**2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

## III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
  - 3.1.1** A Participating Entity's Participating Addendum ("PA");
  - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
  - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

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**3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

**3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

**3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

**3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

#### **IV. Participants and Scope**

**4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

**4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

**4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

**4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.



- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.
- V. NASPO ValuePoint Provisions**
- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**

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**5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

**5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

**5.3 NASPO ValuePoint Summary and Detailed Usage Reports**

**5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

**5.3.2 Summary Sales Data.** "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

**5.3.3 Detailed Sales Data.** "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided

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by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

**5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.

**5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

#### **5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

**5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

**5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.



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- 5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.
- 5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.
- 5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.
- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

## **VI. Pricing, Payment & Leasing**

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

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- 6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least forty-five (45) days prior to the effective date.
- 6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4 No retroactive adjustments to prices or rates will be allowed.
- 6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 **Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

## VII. Ordering

- 7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.



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- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
  - 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
  - 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
  - 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
  - 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
  - 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
  - 7.6.1** The services or supplies being delivered;
  - 7.6.2** A shipping address and other delivery requirements, if any;
  - 7.6.3** A billing address;
  - 7.6.4** Purchasing Entity contact information;
  - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
  - 7.6.6** A not-to-exceed total for the products or services being ordered; and
  - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract

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Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

## **VIII. Shipping and Delivery**

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
  - 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

## **IX. Inspection and Acceptance**

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate

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performance, compliance, and/or quality assurance requirements under this Master Agreement.

**9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.

**9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

**9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.

**9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

**9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

**9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

**9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

**9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

**9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

## **X. Warranty**

**10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

**10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for

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the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.

**10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.

**10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

## **XI. Product Title**

**11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

**11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

**11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

## **XII. Indemnification**

**12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

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**12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

**12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

**12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;

**12.2.1.2** specified by the Contractor to work with the Product;

**12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

**12.2.1.4** reasonably expected to be used in combination with the Product.

**12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

**12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

**12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **XIII. Insurance**

**13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

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**13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

**13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

**13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

**13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

**13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

**13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

**13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

**13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

**13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

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#### **XIV. General Provisions**

##### **14.1 Records Administration and Audit**

**14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

**14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

**14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

##### **14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

**14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

**14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

**14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

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**14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

**14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

**14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

**14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

**14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

**14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality



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assurance, audits, and evidence of the performance of this Master Agreement.

- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
- 14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.
- 14.3 Assignment/Subcontracts**

  - 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
  - 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

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- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
  - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
  - 14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;
  - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
  - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the

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Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

**14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

**14.8.3.1** Any remedy provided by law;

**14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;

**14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;

**14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;

**14.8.3.5** Suspension of Contractor's performance; and

**14.8.3.6** Withholding of payment until the default is remedied.

**14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

**14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

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excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

**14.11 No Waiver of Sovereign Immunity**

**14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

**14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

**14.12 CGoverning Law and Venue**

**14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

**14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

**14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

**14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the

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Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

**14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

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**EVOLUTION EDGES - CUTTING EDGE NASPO PRICING**  
**RELIANT OSCILLATING FLEX KIT (JOMA BLADE ALTERNATIVE)**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO PRICE</b>
EFLEXXKIT-8'SHP	8 FT RELIANT - FULL KIT - (4', 4')	\$2,379.72
EFLEXXKIT-9'SHP	9 FT RELIANT - FULL KIT- (3', 3', 3')	\$2,677.19
EFLEXXKIT-10'SHP	10 FT RELIANT - FULL KI - (3', 3', 4')	\$2,974.65
EFLEXXKIT-11'SHP	11 FT RELIANT - FULL KIT - (3', 4', 4')	\$3,272.12
EFLEXXKIT-12'SHP	12 FT RELIANT - FULL KIT - (4', 4', 4')	\$3,569.58
EFLEXXKIT-14'SHP	14 FT RELIANT - FULL KIT- (4', 4', 3', 3')	\$4,164.51
EFLEXXKIT-8'REPLKT	8 FT RELIANT - REPLACEMENT KIT- (4', 4')	\$1,697.05
EFLEXXKIT-9'REPLKT	9 FT RELIANT - REPLACEMENT KIT - (3', 3', 3')	\$1,830.05
EFLEXXKIT-10'REPLKT	10 FT RELIANT - REPLACEMENT KIT - (3', 3', 4')	\$1,963.05
EFLEXXKIT-11'REPLKT	11 FT RELIANT - REPLACEMENT KIT - (3', 4', 4')	\$2,096.05
EFLEXXKIT-12'REPLKT	12 FT RELIANT - REPLACEMENT KIT - (4', 4', 4')	\$2,229.05
EFLEXXKIT-14'REPLKT	14 FT RELIANT - REPLACEMENT KIT - (4', 4', 3', 3')	\$2,495.05

FULL KIT = Adapter Blades, Flex Blades, Heavy Duty Cast Carbide Curb Guards, Hardware Box

REPLACEMENT KIT = Flex Blades, Heavy Duty Cast Carbide Curb Guards, Hardware Box

**FLEX OSCILLATING BLADE COMPONENT (JOMA BLADE ALTERNATIVE)**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO PRICE</b>
EFLEXOSC-36	RELIANT 36" INDIVIDUAL FLEX OSCILLATING BLADE	\$396.00
EFLEXOSC-48	RELIANT 48" INDIVIDUAL FLEX OSCILLATING BLADE	\$528.00
EFLEX-36	RELIANT 3FT STEEL ADAPTER BLADE	\$190.19
EFLEX-36CB	RELIANT 3FT STEEL ADAPTER BLADE - W/CARBIDE INSERTS	\$434.07
EFLEXCLAMP-36	RELIANT 3FT CLAMP BLADE	\$50.75
EFLEX-48	RELIANT 4FT STEEL ADAPTER BLADE	\$224.89
EFLEX-48CB	RELIANT 4FT STEEL ADAPTER BLADE - W/CARBIDE INSERTS	\$536.64
EFLEXCLAMP-48	RELIANT 4FT CLAMP BLADE	\$61.46
EGRD-FLEX-L	RELIANT GRD 3/4X6X21 LEFT - STANDARD CURB GUARD	\$107.45
EGRD-FLEX-R	RELIANT GRD 3/4X6X21 RIGHT - STANDARD CURB GUARD	\$107.45
EGRD-PWRFLEX-L	CURB ARMOR 1X6X21 LEFT - HEAVY DUTY CAST CARBIDE CURB GUARD	\$250.00
EGRD-PWRFLEX-R	CURB ARMOR 1X6X21 RIGHT - HEAVY DUTY CASH CARBIDE CURB GUARD	\$250.00
EGRD-PWRFLEX-S	CURB ARMOR 1X6X22 STRAIGHT - HEAVY DUTY CAST CARBIDE FRONT GUARD	\$215.89

**CARBIDE BLADES - STANDARD TUNGSTEN CARBIDE INSERTS (.635"X.356X1")**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO PRICE</b>
ECBTPSCA-21360	STD CB 3/4X6X36 STANDARD CARBIDE INSERTED BLADE - 36" 2GA	\$225.88
ECBTPSCA-21480	STD CB 3/4X6X48 STANDARD CARBIDE INSERTED BLADE - 48" 2GA	\$300.00
ECBTPSCA-20607	STD CB 3/4X6X60 STANDARD CARBIDE INSERTED BLADE - 60" 2GA	\$391.00
ECBTPSCA-21720	STD CB 3/4X6X72 STANDARD CARBIDE INSERTED BLADE - 72" 2GA	\$502.25
ECBTPSCA-22360	STD CB 3/4X6X36 STANDARD CARBIDE INSERTED BLADE - 36" 1.5GA	\$225.88
ECBTPSCA-22480	STD CB 3/4X6X48 STANDARD CARBIDE INSERTED BLADE - 48" 1.5GA	\$300.00
ECBTPSQA-20686	STD CB 3/4X6X60 STANDARD CARBIDE INSERTED BLADE - 60" 1.5GA	\$391.00
ECBTPSCA-21721	STD CB 3/4X6X72 STANDARD CARBIDE INSERTED BLADE - 72" 1.5GA	\$502.25
ECBTPSCA-2801	STD CB 7/8X5X36 STANDARD CARBIDE INSERTED BLADE - 36" 1.5GA	\$226.15
ECBTPSCA-2802	STD CB 7/8X5X48 STANDARD CARBIDE INSERTED BLADE - 48" 1.5GA	\$307.69
ECBTPSCA-2821	STD CB 7/8X5X36 STANDARD CARBIDE INSERTED BLADE - 36" 1.5GA W/BEVEL	\$242.54

Attachment E

ECBTPSCA-2820	STD CB 7/8X5X48 STANDARD CARBIDE INSERTED BLADE - 48" 1.5GA W/BEVEL	\$323.38
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**CARBIDE BLADES - TALL TUNGSTEN CARBIDE INSERTS (.750"X.356X1")**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO PRICE</b>
ECBTPSCA-2615	STD CB 3/4X6X36 TALL CARBIDE INSERTED BLADE - 36" 2GA	\$256.43
ECBTPSCA-2616	STD CB 3/4X6X48 TALL CARBIDE INSERTED BLADE - 48" 2GA	\$341.91
ECBTPSCA-2632	STD CB 3/4X6X60 TALL CARBIDE INSERTED BLADE - 60" 2GA	\$434.23
ECBTPSCA-2633	STD CB 3/4X6X72 TALL CARBIDE INSERTED BLADE - 72" 2GA	\$557.63
ECBTPSCA-2618	STD CB3/4X6X36 TALL CARBIDE INSERTED BLADE - 36" 1.5GA	\$256.43
ECBTPSCA-2619	STD CB3/4X6X48 TALL CARBIDE INSERTED BLADE - 48" 1.5GA	\$341.91
ECBTPSCA-2660	STD CB3/4X6X60 TALL CARBIDE INSERTED BLADE - 60" 1.5GA	\$434.23
ECBTPSCA-2672	STD CB3/4X6X72 TALL CARBIDE INSERTED BLADE - 72" 1.5GA	\$557.63
ECBTPSCA-2807	STD CB 7/8X5X36 TALL CARBIDE INSERTED BLADE - 36" 1.5GA	\$242.57
ECBTPSCA-78548	STD CB 7/8X5X48 TALL CARBIDE INSERTED BLADE - 48" 1.5GA	\$352.49
ECBTPSCA-2805	STD CB 7/8X5X36 TALL CARBIDE INSERTED BLADE - 36" 1.5GA W/BEVEL	\$266.40
ECBTPSCA-2806	STD CB 7/8X5X48 TALL CARBIDE INSERTED BLADE - 48" 1.5GA W/BEVEL	\$346.46

**PICK BLADE PRICING (ICE BLADE ALTERNATIVE)**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO PRICE</b>
ECBPICK-78636-2GA	PICK CB 7/8X6X36 DOME INS	\$363.63
ECBPICK-78648-2GA	PICK CB 7/8X6X48 DOME INS	\$506.75
ECBPICK-78636-1.5GA	PICK CB 7/8X6X36 DOME INS	\$363.63
ECBPICK-78648-1.5GA	PICK CB 7/8X6X48 DOME INS	\$506.75
ECBPICK-78536	PICK CB 7/8X5X36 DOME INS	\$381.27
ECBPICK-78548	PICK CB 7/8X5X48 DOME INS	\$498.22
ECBPICK-78536-BV	PICK CB 7/8X5X36 DOME INS W/BEVEL	\$464.36
ECBPICK-78548-BV	PICK CB 7/8X5X48 DOME INS W/BEVEL	\$617.41
EGRD-PICK-BR	7/8X6X22 PICKGRDW/BAR DOME INS 1.5GA	\$281.48
EGRD-PICK-BR2	7/8X6X22 PICKGRDW/BAR DOME INS 2GA	\$281.48

**COVER BLADES - STANDARD HIGH CARBON 1084 STEEL**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO PRICE (/FT)</b>
<b>STEEL THICKNESS &amp; WIDTH (PER FOOT PRICING) (COUNTERSUNK HOLES ADD 30%)</b>	1/2X6 STEEL	\$15.14
	1/2X8 STEEL	\$20.39
	5/8X6 STEEL	\$17.98
	5/8X8 STEEL	\$22.12
	3/4X6 STEEL	\$23.27
	3/4X8 STEEL	\$31.33
	1X8 STEEL	\$55.14
	1/2X6 STEEL 4PC V-PLOW KIT W/CENTER PIECES	\$32.94
	5/8X6 STEEL 4PC V-PLOW KIT W/CENTER PIECES	\$38.45
	3/4X6 CARBIDE 4PC V-PLOW KIT W/CENTER PIECES	\$97.05



**GRADER BLADES - STANDARD HIGH CARBON 1084 STEEL & HEAT TREATED**

TYPE	DESCRIPTION	NASPO PRICE (/FT)
GRADER BLADE - STANDARD STEEL	5/8" X 6" CURVED DOUBLE BEVEL	\$22.35
	5/8" X 8" CURVED DOUBLE BEVEL	\$29.80
	3/4" X 6" CURVED DOUBLE BEVEL	\$29.86
	3/4" X 8" CURVED DOUBLE BEVEL	\$37.94
GRADER BLADES - HEAT TREATED	5/8" X 6" CURVED DOUBLE BEVEL - HEAT TREATED	\$29.33
	5/8" X 8" CURVED DOUBLE BEVEL - HEAT TREATED	\$39.08
	3/4" X 6" CURVED DOUBLE BEVEL - HEAT TREATED	\$35.10
	3/4" X 8" CURVED DOUBLE BEVEL - HEAT TREATED	\$49.61

**LOADER BUCKET EDGES/BLADES - STANDARD HIGH CARBON 1084 STEEL**

PART #	PRODUCT DESCRIPTION	NASPO PRICE (/FT)
STEEL THICKNESS & WIDTH (PER FOOT PRICING)	1/2X6 DOUBLE BEVEL LOADER EDGES	\$117.84
	1/2X8 DOUBLE BEVEL LOADER EDGES	\$128.00
	5/8X6 DOUBLE BEVEL LOADER EDGES	\$126.40
	5/8X8 DOUBLE BEVEL LOADER EDGES	\$136.52
	3/4X6 DOUBLE BEVEL LOADER EDGES	\$131.36
	3/4X8 DOUBLE BEVEL LOADER EDGES	\$145.00
	1X8 DOUBLE BEVEL LOADER EDGES	\$165.60
	3/4X10 DOUBLE BEVEL LOADER EDGES	\$388.72
	3/4X11 DOUBLE BEVEL LOADER EDGES	\$432.64
	1X10 DOUBLE BEVEL LOADER EDGES	\$454.72
	1X11 DOUBLE BEVEL LOADER EDGES	\$473.28

**RUBBER BLADES - 1"X3" SLOTTED HOLES**

PART #	PRODUCT DESCRIPTION	NASPO PRICE
ERBL8	1.5"X8"X (LET US KNOW LENGTH AND PUNCH PATTERN)	\$39.82
ERBL10	1.5"X10"X (LET US KNOW LENGTH AND PUNCH PATTERN)	\$47.10

**WOLVERINE STINGER BLADES, BITS & BLOCKS**

PART #	PRODUCT DESCRIPTION	NASPO PRICE
BLSCRF9	WOLVERINE STINGER 1.25X5X36-5/8BT - HEAVY DUTY	\$721.84
BLSCRF10	WOLVERINE STINGER 1.25X5X48-5/8BT - HEAVY DUTY	\$922.35
BLSCRF16	WOLVERINE STINGER BIT C-87KCSB-SR EQUIVALENT	\$27.22
BLSCRF8	WOLVERINE STINGER REPLACEMENT BLOCK BL C-87GB EQUIVALENT	\$19.38



**EVOLUTION EDGES - SABRE NASPO PRICING****SABRE STANDARD**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-SAB-36	SABRE STANDARD BLADE / 36" / 3-3-12"	\$405.00
EBT-SAB-36-MR	SABRE STANDARD BLADE / 36" / 3-3-12" / RH MITRE	\$405.00
EBT-SAB-36-ML	SABRE STANDARD BLADE / 36" / 3-3-12" / LH MITRE	\$405.00
EBT-SAB-48	SABRE STANDARD BLADE / 48" / 3-3-12"	\$540.00
EBT-SAB-48-MR	SABRE STANDARD BLADE / 48" / 3-3-12" / RH MITRE	\$540.00
EBT-SAB-48-ML	SABRE STANDARD BLADE / 48" / 3-3-12" / LH MITRE	\$540.00
EBT-SAB-44	SABRE STANDARD BLADE / 44" / 3-3-12"	\$495.00
EBT-SAB-44-MR	SABRE STANDARD BLADE / 44" / 2-4-4" / RH MITRE	\$495.00
EBT-SAB-44-ML	SABRE STANDARD BLADE / 44" / 2-4-4" / LH MITRE	\$495.00

**SABRE HEAVY-DUTY**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-SAB-36-HD	SABRE HEAVY-DUTY BLADE / 36" / 3-3-12"	\$495.00
EBT-SAB-36-HD-MR	SABRE HEAVY-DUTY BLADE / 36" / 3-3-12" / RH MITRE	\$495.00
EBT-SAB-36-HD-ML	SABRE HEAVY-DUTY BLADE / 36" / 3-3-12" / LH MITRE	\$495.00
EBT-SAB-48-HD	SABRE HEAVY-DUTY BLADE / 48" / 3-3-12"	\$660.00
EBT-SAB-48-HD-MR	SABRE HEAVY-DUTY BLADE / 48" / 3-3-12" / RH MITRE	\$660.00
EBT-SAB-48-HD-ML	SABRE HEAVY-DUTY BLADE / 48" / 3-3-12" / LH MITRE	\$660.00
EBT-SAB-44-HD	SABRE HEAVY-DUTY BLADE / 44" / 2-4-4"	\$605.00
EBT-SAB-44-HD-MR	SABRE HEAVY-DUTY BLADE / 44" / 2-4-4" / RH MITRE	\$605.00
EBT-SAB-44-HD-ML	SABRE HEAVY-DUTY BLADE / 44" / 2-4-4" / LH MITRE	\$605.00

**SABRE UNDERBODY**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-SAB-36-UB	SABRE UNDERBODY / 36" / 3-3-6"	\$540.00
EBT-SAB-48-UB	SABRE UNDERBODY / 48" / 3-3-6"	\$720.00
EBT-SAB-36-UB-8	SABRE UNDERBODY / 36" / 3-3-6" - 8" HIGH	\$540.00
EBT-SAB-48-UB-8	SABRE UNDERBODY / 48" / 3-3-6" - 8" HIGH	\$720.00
EBT-SAB-36-UB-SHARQ	SABRE UNDERBODY / 36" / 3-3-6" - SHARQ	\$540.00
EBT-SAB-48-UB-SHARQ	SABRE UNDERBODY / 48" / 3-3-6" - SHARQ	\$720.00

**SABRE LOW CLEARANCE UNDERBODY**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-SAB-36-UB-V3	SABRE LOW CLEARANCE UNDERBODY BLADE / 4"H / 36" / 3-3-6"	\$540.00
EBT-SAB-48-UB-V3	SABRE LOW CLEARANCE UNDERBODY BLADE / 4"H / 48" / 3-3-6"	\$720.00



**SABRE PICK-UP BLADE KITS (PICK-UP PLOWS)****SABRE V-BLADE KITS**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-SVB-86	8'6" SABRE V-BLADE KIT	\$1,300.00
EBT-SVB-86CB	8'6" SABRE V-BLADE KIT W/CARBIDE CENTERS	\$1,430.00
EBT-SVB-96	8'6" SABRE V-BLADE KIT	\$1,460.00
EBT-SVB-96CB	9'6" SABRE V-BLADE KIT W/CARBIDE CENTERS	\$1,570.00
EBT-SVB-106	10'6" SABRE V-BLADE KIT	\$1,570.00
EBT-SVB-106CB	10'6" SABRE V-BLADE KIT W/CARBIDE CENTERS	\$1,700.00
EBT-SVB-B82DXT	8'2" BOSS DXT SABRE V-BLADEKIT	\$1,300.00
EBT-SVB-B82	8'2" BOSS VXT SABRE V-BLADEKIT	\$1,300.00
EBT-SVB-B92DXT	9'2" BOSS DXT SABRE V-BLADEKIT	\$1,400.00
EBT-SVB-B92	9'2" BOSS VXT SABRE V-BLADEKIT	\$1,400.00
EBT-SVB-B102DXT	10'2" BOSS DXT SABRE V-KIT	\$1,950.00
EBT-SVB-B10VXT	10'2" BOSS VXT SABRE V-KIT	\$1,950.00
EBT-SVB-NP-L	SABRE V-BLADE NOSE PIECE LEFT	\$178.00
EBT-SVB-NP-R	SABRE V-BLADE NOSE PIECE RIGHT	\$178.00
EBT-SVB-NP-L-C	SABRE V-BLADE NOSE PIECE LEFT -CARBIDE	\$234.00
EBT-SVB-NP-R-C	SABRE V-BLADE NOSE PIECE RIGHT - CARBIDE	\$234.00

**SABRE FISHER**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-SAB-F96X	SABRE BLADE KIT 96" FISHER X	\$1,100.00
EBT-SAB-F96XLS	SABRE KIT 96" FISHER XLS 2PC	\$1,100.00
EBT-SAB-102-F	SABRE BLADE KIT 102" FISHER	\$1,170.00
EBT-SAB-102-FMM	SABRE BLADE KIT 102" FISHER MMII	\$1,170.00
EBT-SAB-FMC9	SABRE BLADE KIT-108" FISHER MC	\$1,240.00
EBT-SAB-FMC9-HD	SABRE HEAVYDUTY BLADEKIT-108	\$1,516.00
EBT-SAB-FMC10	SABRE BLADE KIT 120" FISHER MC	\$1,375.00
EBT-SAB-FMC10-HD	SABRE BLADE KIT 120" FISHER MC - HD	\$1,685.00

**SABRE WESTERN**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-SAB-90-WP	SABRE KIT - 90" WESTERN PRO	\$1,032.00
EBT-SAB-90-WWO	SABREBLADEKIT 90" WESTWIDEOUT	\$1,032.00
EBT-SAB-96-WWO	SABRE BLADE 96" WESTERWIDEOUT	\$1,100.00
EBT-SAB-WPP8-HD	SABRE BLADE KIT 96" WESTPRO+	\$1,350.00
EBT-SAB-102-WP	SABREBLADEKIT 102" WESTPRO	\$1,170.00
EBT-SAB-102-WPP	SABREBLADEKIT 102" WESTPRO+	\$1,170.00
EBT-SAB-108WPP	SABRE BLADE KIT-108" WESTPRO+	\$1,240.00
EBT-SAB-108WPP-HD	SABREBLADEKIT 108" WESTPRO+ HD	\$1,516.00
EBT-SAB-WPP10-HD	SABRE BLADE KIT 120" WESTPRO+	\$1,684.00



**OTHER SABRE PICK-UP KITS - MISC**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-SVB-106MEYER	SABRE KIT 106 MEYER 2PC	\$1,230.00
EBT-SAB-108-BOSS	SABREBLADEKIT 108" BOSS	\$1,238.00
EBT-SAB-108-BOSS-B12	SABRE BLADE-108" BOSS 1/2" BLT	\$1,238.00
EBT-SAB-96J	SABRE BLADE KIT-96" JJAG	\$1,100.00

**SABRE WING BLADE**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-SAB-36-WING	SABRE WING BLADE 3/4"/6"H/36"/ 3-3-12	\$597.00
EBT-SAB-36-WING-MR	SABRE WING BLADE 3/4"/6"H/36"/ 3-3-12	\$597.00
EBT-SAB-48-WING	SABRE WING BLADE 3/4"/6"H/48"/ 3-3-12	\$796.00
EBT-SAB-48-WING-MR	SABRE WING BLADE 3/4"/6"H/48"/ 3-3-12	\$796.00
EBT-SAB-WP-24-WING-H	SABRE WEARPLATE 3/4"/6"H/24"/ 3-3-12 WING HIGH	\$400.00
EBT-SAB-36-WING-8	SABRE WING BLADE 3/4"/8"H/36"/ 3-3-12	\$597.00
EBT-SAB-36-WING-8MR	SABRE WING BLADE 3/4"/8"H/36"/ 3-3-12	\$597.00
EBT-SAB-48-WING-8	SABRE WING BLADE 3/4"/8"H/48"/ 3-3-12	\$796.00
EBT-SAB-48-WING-8MR	SABRE WING BLADE 3/4"/8"H/48"/ 3-3-12	\$796.00
EBT-SAB-WP-24-WING-8H	SABRE WEARPLATE 3/4"/8"H/24"/ 3-3-12 WING HIGH	\$400.00

**SABRE VST STEALTH - HD VIBRATION SUPPRESSION TECHNOLOGY**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EVST-SAB-3615	SABRE STEALTH - 3' RUBBER ENCASED SABRE 1.5GA SHP	\$597.00
EVST-SAB-4815	SABRE STEALTH - 4' RUBBER ENCASED SABRE 1.5GA SHP	\$796.00
EVSTKIT-SAB-120	SABRE STEALTH - 10' KIT 1.5GA SHP	\$1,990.00
EVSTKIT-SAB-132	SABRE STEALTH - 11' KIT 1.5GA SHP	\$2,189.00
EVSTKIT-SAB-144	SABRE STEALTH - 12' KIT 1.5GA SHP	\$2,388.00

**SABRE GRADER**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-SAB-36-UB	SABRE GRADER 5"H/36"/ 3-3-6	\$540.00
EBT-SAB-48-UB	SABRE GRADER 5"H/48"/ 3-3-6	\$720.00
EBT-SAB-36-UB-LC	SABRE LOW CLEARANCE GRADER BLADE/ 4H"/36"/3-3-6"	\$540.00
EBT-SAB-48-UB-LC	SABRE LOW CLEARANCE GRADER BLADE/ 4H"/48"/3-3-6"	\$720.00
EBT-SAB-36-UB-8	SABRE UNDERBODY / 36" / 3-3-6" - 8" HIGH	\$540.00
EBT-SAB-48-UB-8	SABRE UNDERBODY / 48" / 3-3-6" - 8" HIGH	\$720.00



### SABRE WEAR PLATES

PART #	PRODUCT DESCRIPTION	NASPO Price
EBT-SAB-WP-24-H	SABRE WEAR PLATE / 24" / HIGH ANGLE	\$395.00
EBT-SAB-WP-24-L	SABRE WEAR PLATE / 24" / LOW ANGLE	\$395.00
EBT-SAB-WP-24-8-H	SABRE WEAR PLATE / 24" / HIGH ANGLE / 8" PUNCH	\$395.00
EBT-SAB-WP-24-8-L	SABRE WEAR PLATE / 24" / LOW ANGLE / 8" PUNCH	\$395.00
EBT-SAB-WP-H	SABRE WEAR PLATE / 18" / HIGH ANGLE	\$297.00
EBT-SAB-WP-L	SABRE WEAR PLATE / 18" / LOW ANGLE	\$297.00
EBT-SAB-WP-8-H	SABRE WEAR PLATE / 18" / HIGH ANGLE / 8" PUNCH	\$297.00
EBT-SAB-WP-8-L	SABRE WEAR PLATE / 18" / LOW ANGLE / 8" PUNCH	\$297.00
EBT-SAB-WP-BOSS	SABRE WEAR PLATE / 14" / BOSS PUNCH	\$230.00

### SABRE WEAR PLATE - CURB GUARDS

PART #	PRODUCT DESCRIPTION	NASPO Price
EBT-SAB-WPCG-H-L	SABRE WEAR PLATE CURB GUARD / 24" / HIGH ANGLE / LEFT	\$454.00
EBT-SAB-WPCG-H-R	SABRE WEAR PLATE CURB GUARD / 24" / HIGH ANGLE / RIGHT	\$454.00
EBT-SAB-WPCG-L-L	SABRE WEAR PLATE CURB GUARD / 24" / LOW ANGLE / LEFT	\$454.00
EBT-SAB-WPCG-L-R	SABRE WEAR PLATE CURB GUARD / 24" / LOW ANGLE / RIGHT	\$454.00

### **\*\*NEW\*\* SABRE MULTI-TOOL - MULTI-FUNCTION CURB GUARD AND WEAR PLATE**

PART #	PRODUCT DESCRIPTION	NASPO Price
EBT-SAB-MULTITOOL	SABRE MULTITOOL 3/4X8X6 5/8 BOLT	\$150.00
EBT-SAB-MULTITOOL-34	SABRE MULTITOOL 3/4X8X6 3/4 BOLT	\$150.00

### SABRE NOSE PIECES

PART #	PRODUCT DESCRIPTION	NASPO Price
EBT-SAB-NP-880	SABRE NOSE PIECE / EVEREST	\$143.00
EBT-SAB-NP-840	SABRE NOSE PIECE / TENCO (POST 1984)	\$112.00
EBT-SAB-NP-810	SABRE NOSE PIECE / FRINK / HENDERSON	\$148.00
EBT-SAB-NP-800	SABRE NOSE PIECE / VIKING (POST 2000)	\$143.00

### SABRE CURB GUARDS

PART #	PRODUCT DESCRIPTION	NASPO Price
EBT-CG-HD-R	HEAVY-DUTY CURB GUARD / RIGHT	\$195.00
EBT-CG-HD-L	HEAVY-DUTY CURB GUARD / LEFT	\$195.00
EBT-CG-HD-R-8	HEAVY-DUTY CURB GUARD / RIGHT / 8" PUNCH	\$195.00
EBT-CG-HD-L-8	HEAVY-DUTY CURB GUARD / LEFT / 8" PUNCH	\$195.00
EBT-CG-MD	MEDIUM DUTY CURB GUARD	\$150.00



## Attachment E

**SABRE PLOW SHOES**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-CWS-55	55 DEGREE CARBIDE WEAR SHOE (2" BASE)	\$235.00
EBT-CWS-55-V2	55 DEGREE CARBIDE WEAR SHOE (1" BASE)	\$222.00
EBT-CWS-65	65 DEGREE CARBIDE WEAR SHOW (2" BASE)	\$235.00
EBT-CWS-65-V2	65 DEGREE CARBIDE WEAR SHOW (1" BASE)	\$222.00
EBT-CWS-80	80 DEGREE CARBIDE WEAR SHOE	\$235.00
EBT-CWS-85	85 DEGREE CARBIDE WEAR SHOE	\$235.00
EBT-CFS-UNI	CARBIDE FRAME SHOE / UNIVERSAL DESIGN	\$298.00
EBT-CFS-BOAT	CARBIDE FRAME SHOE / TENCO "BOAT" STYLE	\$228.00

**SABRE PLOW MARKERS**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-PM-30	30" MUNICIPAL PLOW MARKER KIT	\$55.00
EBT-PM-36	36" MUNICIPAL PLOW MARKER KIT	\$60.00
EBT-PM-48	48" MUNICIPAL PLOW MARKER KIT	\$70.00

**SABRE HARDWARE**

<b>PART #</b>	<b>PRODUCT DESCRIPTION</b>	<b>NASPO Price</b>
EBT-HWK-SAB-36	HARDWARE KIT / SAB-36 / 5 BOLT	\$25.00
EBT-HWK-SAB-48	HARDWARE KIT / SAB-48 / 6 BOLT	\$30.00
EBT-HWK-SAB-WP	HARDWARE KIT / WEAR PLATE / 4 BOLT	\$20.00
EBT-HWK-CG-HD	HARDWARE KIT / CURB GUARD / 3 BOLT	\$15.00
EBT-HWK-VB	HARDWARE KIT / V-BLADE KIT	\$70.00



**EVOLUTION EDGES - PLOW SHOE NASPO PRICING****NASPO VALUE ADDED PARTS - CAST SHOES**

<b>PART NUMBER</b>	<b>PART DESCRIPTION</b>	<b>ADDITIONAL INFORMATION</b>	<b>NASPO Price</b>
CSC-1-2	CAST FLAT FRAME SHOE	1" - 6" CNTR	\$45.15
CSC-3	CAST WING SHOE	8" CNTR - 6" TP BL	\$54.71
CSC-5	CAST BOAT SHOE	BOAT SHOE - 16 1/2" CNTR	\$109.16
CSC-6	CAST FISHER	SMALL PICK-UP PLOW SHOE	\$11.85
CSC-7	CAST FISHER	LARGE PICK-UP PLOW SHOE	\$14.70
CSC-10	CAST MUSHROOM SHOE	6" CNTR	\$80.65
CSC-11	CAST WING SHOE	6" TP BL - 12" CNTR	\$52.77
CSC-12	CAST WING SHOE	6" TP BL - 12" CNTR	\$54.71
CSC-16	CAST	SMALL PICK-UP PLOW SHOE	\$18.44
CSC-20	CAST WESTERN	WESTERN PICK-UP PLOW SHOE	\$14.50
CSC-23	CAST DOUBLE WING SHOE	8" TP BL - 12" CNTR	\$70.92
CSC-24	CAST MOLDBOARD SHOE	RVRS - 8" CP BL - 8" CNTR	\$28.16
CSC-26	CAST	8" CP BL - 12" CNTR	\$45.99
CSC-29	CAST DOUBLE MOLDBOARD SHOE	8" TP BL - 12" CNTR	\$84.65
CSC-30	CAST EVERST/TENCO	WING&- 8" CNTR	\$31.04
CSC-32	CAST EVERST/TENCO	WING&- 12" CNTR	\$31.95
CSC-34	CAST EVERST/TENCO	WING & - 8" CP BL - 8" CNTR	\$31.42
CSC-43	CAST	HD - 6" TP OR 8" CP BL - 12" C	\$86.82
CSC-4350	CAST TENCO	TENCO	\$44.14
CSC-45	CAST HVY DUTY WING SHOE	6"TP - 12"CNTR	\$86.18
CSC-GL0038	CAST MUSHROOM SHOE	GLEDHILL	\$41.56
CSC-12L	CAST WING SHOE	12" CNTR - NO CASTING NUMBERS	\$46.86
CSC-301-36	CAST WING SHOE	8" TP BLADES - 8"-12" CNTR	\$82.02
CSC-301-305	CAST MOLDBOARD SHOE	12" CNTR - NO CASTING NUMBERS	\$71.02
CSC-301-29N	CAST NI-HARD	MLDBD SHOE - 12" CNTR	\$49.20
CSC-301-34N	CAST NI-HARD	12" CNTR	\$75.02
CSC-301-35N	CAST NI-HARD	WING & MLDBD SHOE-8"OR 9"CNTR	\$41.90
CSC-500N	CAST NI-HARD	BOAT SHOE 16 1/2" CNTR	\$124.58
CSC-900	CAST NI-HARD - FRAME SHOE	1.75x8x14 USES 3/4 PLOW BOLT	\$52.37
CSC-1000N	CAST NI-HARD	MUSHROOM SHOE 6" CNTR	\$138.51
CSC-4300N	CAST NI-HARD	LARGE 12" 6" TP OR 8" CP	\$91.85



**NASPO VALUE ADDED PARTS - STEEL SHOES**

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>ADDITIONAL DESCRIPTION</b>	<b>NASPO Price</b>
OCS-KCWB-0167	CARBIDE FRAME SHOE 3 ROW		\$215.38
OST-100	SHOE BRACKET	4" x 10" SHAFT VIKING	\$73.34
OST-100N	SHOE BRACKET	VIKING NEW 3"x10" SHAFT	\$93.75
OST-110	SHOE BRACKET	TENCO 3" x 15" SHAFT	\$120.89
OST-120	FRINK/EVEREST SHOE BRACKET		\$108.28
OST-2400	STL WING SHOE DBL	8"&12" PCH 8" TP BLD	\$183.08
OST-2410	STL WING SHOE DBL	10*ANGL 8"&12" PCH 8 TP	\$183.08
OST-2600	STL MOLDBOARD SHOE DBL	8"&12" PCH 8" TP BLD	\$194.40
OST-2600-60	STL MOLDBOARD SHOE DBL	60*ANGL 8"&12" PCH 8 TP	\$194.40
OST-400	STL WING SHOE	8"&12" PCH	\$98.92
OST-410	STL WING SHOE	10*ANGL 8"&12" PCH	\$98.92
OST-415	STL WING SHOE	15*ANGL 8"&12" PCH	\$98.92
OST-425	STL WING SHOE	25*ANGL 8"&12" PCH	\$98.92
OST-4-159	STL NOSEPIECE - LEFT	NEW JERSEY	\$39.54
OST-600	STL MOLDBOARD SHOE	3/4" BASE 45*ANGL 8"&12" PCH	\$87.82
OST-600-60	STL MOLDBOARD SHOE	3/4" BASE 60*ANGL 8"&12" PCH	\$82.95
OST-605	STL MOLDBOARD SHOE	1" BASE 45*ANGL 8"&12" PCH	\$81.78
OST-610	STL MOLDBOARD SHOE	1.25" BASE 45*ANGL 8"&12" PCH	\$95.97
OST-610-60	STL MOLDBOARD SHOE	1.25" BASE 60*ANGL 8"&12" PCH	\$118.88
OST-620	STL MOLDBOARD SHOE	8"&12" PCH	\$72.45
OST-620A	STL MOLDBOARD SHOE	SLOTTED 8"&12" PCH	\$72.45
OST-625	STL MOLDBOARD SHOE	15*ANGL 12" PCH	\$80.48
OST-635	STL MOLDBOARD SHOE	25*ANGL 8"&12" PCH	\$80.48
OST-645	STL MOLDBOARD SHOE	1.25" BASE 8" PCH	\$80.48
OST-660	STL MOLDBOARD SHOE	12" PCH	\$81.23
OST-675	STL MOLDBOARD SHOE	12" PCH	\$84.97
OST-680	STL MOLDBOARD SHOE	8"&12" PCH	\$95.20
OST-700	STL NOSEPIECE	FRINK 6"& 8" CP	\$54.72
OST-720	STL NOSEPIECE	AMERICAN 6" TP or 8" CP BLD	\$100.68
OST-730H	STL NOSEPIECE	HENDERSON 6"TP or 8" CP BLD	\$58.42
OST-750	STL NOSEPIECE	FRINK 8" TP	\$52.05
OST-780	STL NOSEPIECE	STEEL NOSE PC LAROCHELLE PLOW	\$64.68
OST-800	STL NOSEPIECE	VIKING 6"&8" CP	\$51.09
OST-800N	STL NOSEPIECE	VIKING (AFTER 2005) 6"&8"	\$72.02
OST-80112	STL PLOW SHOE	REV VIKING 12" PCH	\$210.08
OST-810	STL NOSEPIECE	FRINK MODEL #640	\$59.46
OST-820	STL NOSEPIECE	TENCO PRE 1985	\$53.17
OST-830	STL NOSEPIECE	TENCO PRE 1985 8" TP BLADE	\$59.46
OST-840	STL NOSEPIECE	TENCO	\$59.95
OST-850	STL NOSEPIECE	VIKING 8" TP BL	\$62.22



## Attachment E

OST-880	STL NOSEPIECE	EVEREST	\$44.43
OST-890	STL NOSEPIECE		\$58.57
OST-910	STL FRAME SHOE	FRINK MODEL #640	\$110.05
OST-PP-0108	STL WING SP	WING SHOE WARSAW 12" PCH	\$192.86
OST-SP-MB1	STL MOLDBOARD SP	SP-MOLDBOARD NYSDOT 4B	\$133.35
OST-SP-NP1	STL NOSEPIECE SP	SP-NOSEPIECE NYSDOT 3	\$64.26

**NASPO VALUE ADDED PARTS - SNOW PUSHER SHOES**

<b>PART NUMBER</b>	<b>DESCRIPTION</b>	<b>ADDITIONAL DESCRIPTION</b>	<b>NASPO Price</b>
OST-SNOWPUSH 24	STL SHOE SP	24" SNOW PUSHER SHOE	\$175.71
OST-SNOWPUSH 27	STL SHOE SP	27" SNOW PUSHER SHOE	\$191.75
OST-SNOWPUSH 30	STL SHOE SP	30" SNOW PUSHER SHOE	\$219.63
OST-SNOWPUSH 36	STL SHOE SP	36" SNOW PUSHER SHOE	\$263.57



## EVOLUTION EDGES - SPREADER CHAIN NASPO PRICING

### NASPO VALUE ADDED PARTS

PINTLE TYPE	Center to Center	DOUBLE WELD		SINGLE WELD	
		Every Other Link	Every Link	Every Other Link	Every Link
		1/4X1.0		1/4X1.0	
662	10	\$46.26	\$70.86	\$37.63	\$53.57
	12	\$46.91	\$72.13	\$38.31	\$54.53
	14	\$47.57	\$73.44	\$39.00	\$55.50
	16	\$48.24	\$74.75	\$39.71	\$56.51
	18	\$48.91	\$76.10	\$40.41	\$57.52
	20	\$49.59	\$77.47	\$41.14	\$58.57
	22	\$50.28	\$78.87	\$41.88	\$59.62

PINTLE TYPE	Center to Center	DOUBLE WELD		SINGLE WELD	
		Every Other Link	Every Link	Every Other Link	Every Link
		3/8X1.5		3.8X1.5	
667X	16	\$51.08	\$76.08	\$44.87	\$64.96
	18	\$52.01	\$77.45	\$45.68	\$66.14
	20	\$52.94	\$78.85	\$46.50	\$67.33
	22	\$53.89	\$80.26	\$47.33	\$68.54
	24	\$54.86	\$81.71	\$48.20	\$69.77
	26	\$55.85	\$83.18	\$49.05	\$71.02
	28	\$56.85	\$84.68	\$49.93	\$72.31
	30	\$57.88	\$86.21	\$50.84	\$73.60

PINTLE TYPE	Center to Center	DOUBLE WELD		SINGLE WELD	
		Every Other Link	Every Link	Every Other Link	Every Link
		3/8X1.5		3/8X1.5	
667K	16	\$58.39	\$83.08	\$52.13	\$70.71
	18	\$59.44	\$84.58	\$53.08	\$71.99
	20	\$60.51	\$86.11	\$54.03	\$73.28
	22	\$61.60	\$87.64	\$55.00	\$74.61
	24	\$62.71	\$89.24	\$55.99	\$75.94
	26	\$63.84	\$90.83	\$57.00	\$77.31
	28	\$64.99	\$92.46	\$58.02	\$78.70
	30	\$66.16	\$94.14	\$59.07	\$80.12

PINTLE TYPE	Center to Center	DOUBLE WELD		SINGLE WELD	
		Every Other Link	Every Link	Every Other Link	Every Link
		3/8X1.5		3/8X1.5	
88K	16	\$53.32	\$75.11	\$47.29	\$65.25
	18	\$54.29	\$76.46	\$48.14	\$66.42
	20	\$55.26	\$77.84	\$49.01	\$67.61
	22	\$56.25	\$79.25	\$49.89	\$68.84
	24	\$57.26	\$80.66	\$50.78	\$70.07
	26	\$58.31	\$82.11	\$51.71	\$71.34
	28	\$59.36	\$83.61	\$52.64	\$72.61
	30	\$60.43	\$85.10	\$53.59	\$73.92



EVOLUTION EDGES - CURB GUARD NASPO PRICING							
NASPO VALUE ADDED PARTS							
Curb Guard Costing - Add each component to get total cost							
Type		Length Cost (EA) Steel			Length Cost (EA) Steel w/ Carbide inserts		
SERIES	DESCRIPTION	Short (10-15")	Standard (15-21")	Long (22-24")	Short (10-15")	Standard (15-21")	Long (22-24")
EGRD-1500	3/4X6" CURVED GUARD	\$39.64	\$50.46	\$64.97	N/A		
EGRD-1550	3/4X8" CURVED GUARD	\$55.54	\$73.89	\$95.68			
EGRD-1560	7/8X6" CURVED GUARD	\$76.10	\$106.55	\$121.78			
EGRD-1565	7/8X8" CURVED GUARD	\$101.45	\$142.03	\$162.30			
EGRD-1590	3/4X6" STRAIGHT GUARD	\$52.08	\$72.33	\$83.25	\$109.38	\$153.13	\$175.28
EGRD-1595	3/4X8" STRAIGHT GUARD	\$65.33	\$91.48	\$104.53	\$150.88	\$132.03	\$241.43
EGRD-PICK	7/8X6" STRAIGHT GUARD PICK	N/A			\$180.33	\$135.23	\$240.43

Hard-facing Cost (add to guard cost)		
Curb	Face	Both
\$28.58	\$61.11	\$89.69

2" Bar on Side	Countersunk Holes
\$9.21/bar	\$.55/hole