

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 08/22/17**Expiration Date:** 06/30/19**Master Agreement Description:** Chemung Snowplow Cutting Edges, NASPO ValuePoint #29533**Buyer Information**

Donny Crockett 207-624-7336 ext. Donny.Crockett@maine.gov

Issuer Information

SHARON KRECHKIN 207-624-3038 ext. sharon.krechkin@maine.gov

Requestor Information

SHARON KRECHKIN 207-624-3038 ext. sharon.krechkin@maine.gov

Authorized Departments17A TRANSPORTATION
17D MOTOR TRANSPORT**Vendor Information****Vendor Line #:** 1**Vendor ID**

VC0000222724

Vendor Name

CHEMUNG SUPPLY CORP

Alias/DBA**Vendor Address Information**

2420 CORNING ROAD

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: Chemung Snowplow Cutting Edges

Commodity Specifications:

Commodity Extended Description: As per the Naspo Value point contract #29533. Updated pricing per Amendment #4 attached.

| | | |
|------------------------|----------------------------|--------------------------|
| Quantity | UOM | Unit Price |
| 0.00000 | | \$0.00 |
| Delivery Days | Free on Board | |
| | | |
| Contract Amount | Service Start Date | Service End Date |
| \$0.00 | 08/22/17 | 06/30/19 |
| Catalog Name | Discount | |
| | 0.0000 % | |
| | Discount Start Date | Discount End Date |
| | | |

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

State of Vermont

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

CONTRACT



Vendor ID 0000345437
Chemung Supply Corp
PO Box 527
Elmira NY 14902
United States

| | |
|---|---|
| Contract ID 0000000000000000000029533 | Page 1 of 4 |
| Contract Dates 06/30/2015 to 06/30/2019 | Origin CPS |
| Description: SNOWPLOW BLADE CUTTING EDGES | Contract Maximum \$9,999,990.00 |
| Buyer Name Steven D Smith | Buyer Phone 828-4681 |
| | Contract Status Approved |

Phone #:

| Line # | ItemID | ItemDesc | UOM | Unit Price | Max Qty | Max Amt |
|--------|--------|------------------------------|-----|------------|---------|---------|
| 1 | | SNOWPLOW BLADE CUTTING EDGES | EA | 0.01000 | 0.00 | 0.00 |

BLADES AND PRICES PER THE ATTACHED LIST

STANDARD CONTRACT FOR SNOWPLOWBLADE CUTTING EDGES

1. Parties. This is a contract for services between the State of Vermont, Office of Purchasing and Contracting (hereafter called "State"), and Chemung Supply Corp, with the principal place of business in Elmira, NY, 14902, (hereafter called "Contractor"). Contractor's form of business organization is Corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject of Snowplow Blade Cutting Edges.

3. Contract Term. The period of contractor's performance shall begin on June 30, 2015 and end on June 30, 2017, with option to renew for five (5) one year periods.

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

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

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

5. Amendment. This agreement represents the entire agreement between the parties. No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

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

7. Attachments. This contract consists of 133 pages including the following attachments which are incorporated herein:

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

8. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C (Standard Contract Provisions for Contracts and Grants)
- (3) Attachment A
- (4) Attachment D
- (5) Attachment B
- (6) Attachment B1

State of Vermont

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

CONTRACT



Vendor ID 0000345437
Chemung Supply Corp
PO Box 527
Elmira NY 14902
United States

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| Buyer Name Steven D Smith | Buyer Phone 828-4681 |
| | Contract Status Approved |

Phone #:

| Line # | ItemID | ItemDesc | UOM | Unit Price | Max Qty | Max Amt |
|--------|--------|----------|-----|------------|---------|---------|
|--------|--------|----------|-----|------------|---------|---------|

CONTRACTOR POC:
MIKE MENNER
TEL.: 800-733-5508
FAX: 607-732-5379
EMAIL: MMENNER@CHEMUNGSUPPLY.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
STEVE SMITH
PURCHASING AGENT
802-828-4681
FAX 802-828-2222
steven.smith@Vermont.gov

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

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

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

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

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

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

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

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

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

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

CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT



Vendor ID 0000345437
Chemung Supply Corp
PO Box 527
Elmira NY 14902
United States

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

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

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

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

APRIL 10, 2017
 AMENDMENT #01 - TO EXTEND THE CONTRACT FOR A ONE YEAR PERIOD TO JUNE 30, 2018 AT THE SAME PRICES, TERMS AND CONDITIONS.

JULY 11, 2017
 AMENDMENT #02 - TO INCORPORATE REVISED PRICE LIST WITH ADDITIONAL BLADES INTO THE CONTRACT.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

JUNE 13, 2018
 AMENDMENT #03 - TO EXTEND CONTRACT FOR A ONE YEAR PERIOD AND TO INCORPORATE REVISED PRICE LIST WITH ADDITIONAL BLADES INTO THE CONTRACT.

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

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

DECEMBER 10, 2018
 AMENDMENT #04 - TO INCORPORATE THE ATTACHED REVISED PRICE LIST INTO THE CONTRACT.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

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

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT: CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THIS DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NO PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT)

CHILD SUPPORT (APPLICABLE TO NATURAL PERSONS ONLY; NOT APPLICABLE TO CORPORATIONS, PARTNERSHIPS OR LLCs): CONTRACTOR IS UNDER NO OBLIGATION TO PAY CHILD SUPPORT OR IS IN GOOD STANDING WITH RESPECT TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL CHILD SUPPORT PAYABLE UNDER A SUPPORT ORDER AS OF THE DATE OF THIS AMENDMENT.

CONTRACT



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

Vendor ID 0000345437
Chemung Supply Corp
PO Box 527
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|--------|--------|----------|-----|------------|---------|---------|

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: 12/13/18

Signature: E-SIGNED by Christopher Cole
 on 2018-12-13 19:28:02 UTC

Signature: [Handwritten Signature]

Name: Christopher Cole

Name: Mike Manner

Commissioner
 Buildings and General Services

Title: VP, Winter Products

Title: _____

Email: manner@chemungsupply.com

Email: _____



EVOLUTION EDGES (A DIVISION OF CHEMUNG SUPPLY) - NASPO PRICING - MASTER AGREEMENT NO. 29533

VST BLADE PRICING - VIBRATION SUPPRESSION TECHNOLOGY

| PART # | DESCRIPTION 1 | DESCRIPTION 2 | 11/6 NASPO PRICE |
|---------------------|--|-------------------------------|------------------|
| ECBTPSQA-VST-3620 | VST SINGLE UNIT POLY ENCASED CARBIDE & COVER EDGE 3' | BLADE ONLY | \$543.60 |
| ECBTPSQA-VST-4820 | VST SINGLE UNIT POLY ENCASED CARBIDE & COVER EDGE 4' | BLADE ONLY | \$724.80 |
| ECBTPSQA-VST-120KIT | VST 10' KIT - POLY ENCASED CARBIDE & COVER EDGE KIT | BLADE KIT, GUARDS, & HARDWARE | \$1,812.00 |
| ECBTPSQA-VST-132KIT | VST 11' KIT - POLY ENCASED CARBIDE & COVER EDGE KIT | BLADE KIT, GUARDS, & HARDWARE | \$1,993.20 |
| ECBTPSQA-VST-144KIT | VST 12' KIT - POLY ENCASED CARBIDE & COVER EDGE KIT | BLADE KIT, GUARDS, & HARDWARE | \$2,174.40 |

TXS J-BLADE KIT PRICING (JOMA BLADE ALTERNATIVE)

| PART # | DESCRIPTION 1 | DESCRIPTION 2 | 11/6 NASPO PRICE |
|------------------|---|---|------------------|
| EPBKDPSE-J96SHP | 8FT FULL JOMA KIT - (4', 4') | ARTICULATING BLADES, ADAPTERS, HARDWARE, & GUARDS | \$1,889.55 |
| EPBKDPSE-J108SHP | 9FT FULL JOMA KIT - (3', 3', 3') | ARTICULATING BLADES, ADAPTERS, HARDWARE, & GUARDS | \$2,205.90 |
| EPBKDPSE-J120SHP | 10FT FULL JOMA KIT - (3', 4', 3') | ARTICULATING BLADES, ADAPTERS, HARDWARE, & GUARDS | \$2,451.00 |
| EPBKDPSE-J132SHP | 11FT FULL JOMA KIT - (4', 3', 4') | ARTICULATING BLADES, ADAPTERS, HARDWARE, & GUARDS | \$2,696.10 |
| EPBKDPSE-J144SHP | 12FT FULL JOMA KIT - (4', 4', 4') | ARTICULATING BLADES, ADAPTERS, HARDWARE, & GUARDS | \$2,941.20 |
| EPBKDPSE-J168SHP | 14FT FULL JOMA KIT - (3', 3', 4', 4') | ARTICULATING BLADES, ADAPTERS, HARDWARE, & GUARDS | \$3,431.40 |
| ETXS-8'REPLKT | 8FT REPLACEMENT KIT - (4', 4') | ARTICULATING BLADES, HARDWARE, & GUARDS | \$1,482.00 |
| ETXS-9'REPLKT | 9FT REPLACEMENT KIT - (3', 3', 3') | ARTICULATING BLADES, HARDWARE, & GUARDS | \$1,667.25 |
| ETXS-10'REPLKT | 10FT REPLACEMENT KIT - (3', 4', 3') | ARTICULATING BLADES, HARDWARE, & GUARDS | \$1,852.50 |
| ETXS-11'REPLKT | 11FT REPLACEMENT KIT - (4', 3', 4') | ARTICULATING BLADES, HARDWARE, & GUARDS | \$2,037.75 |
| ETXS-12'REPLKT | 12FT REPLACEMENT KIT - (4', 4', 4') | ARTICULATING BLADES, HARDWARE, & GUARDS | \$2,223.00 |
| ETXS-14'REPLKT | 14FT REPLACEMENT KIT - (3', 3', 4', 4') | ARTICULATING BLADES, HARDWARE, & GUARDS | \$2,593.50 |

TXS J-BLADE COMPONENT PRICING (JOMA BLADE ALTERNATIVE)

| | | | |
|---------------------|--|-------------------------|----------|
| EPBKDPSE-J132SHP-36 | 3FT STEEL ADAPTER BLADE | ADAPTER BLADE ONLY | \$85.14 |
| ECBKDPSE-J132SHP-36 | 3FT STEEL ADAPTER BLADE - W/CARBIDE INSERTS | ADAPTER BLADE ONLY | \$288.59 |
| ETXS-J36 | 3FT RUBBER W/ CARBIDE INSERTS - TXS BLADE | ARTICULATING BLADE ONLY | \$423.23 |
| ETXS-J36C | 3FT CLAMP BLADE | CLAMP BLADE ONLY | \$34.50 |
| EPBKDPSE-J132SHP-48 | 4FT STEEL ADAPTER BLADE | ADAPTER BLADE ONLY | \$113.52 |
| ECBKDPSE-J132SHP-48 | 4FT STEEL ADAPTER BLADE - W/CARBIDE INSERTS | ADAPTER BLADE ONLY | \$365.54 |
| ETXS-J48 | 4FT RUBBER W/ CARBIDE INSERTS - TXS BLADE | ARTICULATING BLADE ONLY | \$564.30 |
| ETXS-J48C | 4FT CLAMP BLADE | CLAMP BLADE ONLY | \$46.50 |
| EGRD-JBLADE-LCS1 | 3/4X6X21 CURVED BLADE GUARD - STEEL - PASSENGER SIDE | GUARD ONLY | \$51.05 |
| EGRD-JBLADE-RCS1 | 3/4X6X21 CURVED BLADE GUARD - STEEL - DRIVER SIDE | GUARD ONLY | \$51.05 |

MUTTER BLADE PRICING (KEUPER GKS ALTERNATIVE)

| PART # | DESCRIPTION 1 | DESCRIPTION 2 | 11/6 NASPO PRICE |
|------------|--------------------------------|---------------------------------|------------------|
| EMGK50-36 | MGK50 36" RUBBER-CERAMIC BLADE | SQ 11/16 3-3-12 (3' BLADE ONLY) | \$343.50 |
| EMGK50-48 | MGK50 48" RUBBER-CERAMIC BLADE | SQ 11/16 3-3-12 (4' BLADE ONLY) | \$458.00 |
| EMGK50-96 | MGK50 96" RUBBER-CERAMIC KIT | SQ 11/16 3-3-12 (4', 4') | \$916.00 |
| EMGK50-108 | MGK50 108" RUBBER-CERAMIC KIT | SQ 11/16 3-3-12 (3', 3', 3') | \$1,030.50 |
| EMGK50-120 | MGK50 120" RUBBER-CERAMIC KIT | SQ11/163-3-12(3', 4', 3') | \$1,145.00 |
| EMGK50-132 | MGK50 132" RUBBER-CERAMIC KIT | SQ11/16 3-3-12(4', 3', 4') | \$1,259.50 |
| EMGK50-144 | MGK50 144" RUBBER-CERAMIC KIT | SQ 11/16 3-3-12 (4', 4', 4') | \$1,374.00 |

PICK BLADE PRICING (ICE BLADE ALTERNATIVE)

| PART # | DESCRIPTION 1 | DESCRIPTION 2 | 11/6 NASPO PRICE |
|---------------------|---------------------------------|------------------------------|------------------|
| ECBPICK-78636-2GA | PICK CB 7/8X6X36 DOME INS | SQ CTSK 11/16(2GA)3-3-12 | \$236.25 |
| ECBPICK-78648-2GA | PICK CB 7/8X6X48 DOME INS | SQ CTSK 11/16(2GA)3-3-12 | \$315.00 |
| ECBPICK-78636-1.5GA | PICK CB 7/8X6X36 DOME INS | SQ CTSK 11/16(1.5GA)3-3-12 | \$236.25 |
| ECBPICK-78648-1.5GA | PICK CB 7/8X6X48 DOME INS | SQ CTSK 11/16(1.5GA)3-3-12 | \$315.00 |
| EGRD-PICK-BR | 7/8X6X22 PICKGRD W/BAR DOME INS | SQ11/16 UNIV 1-7-5-3-4 | \$175.86 |
| EGRD-PICK-BR2 | 7/8X6X22 PICKGRD W/BAR DOME INS | SQ11/16 (2GA) UNIV1-7-5-3-4 | \$175.86 |
| EGRD-PICK | 7/8X6X22 PICKGRD DOME INSERT | SQ11/16 UNIV 1-7-5-3-4 | \$175.86 |
| EGRD-PICK-2 | 7/8X6X22 PICKGRD DOME INSERT | SQ11/16 (2GA) UNIV 1-7-5-3-4 | \$175.86 |

UNIQC'S BLADE PRICING (NEW POLY BLADE WITH SLIDING BRACKETS FOR EASIER INSTALLATION)

| PART # | DESCRIPTION 1 | DESCRIPTION 2 | 11/6 NASPO PRICE |
|---------------------|-------------------------------|---------------------------------|------------------|
| EPOLYUNIQC'S-2POS | UNIQC'S POSITIVE 2' SECTION | POLY W/ BACK SHOES | \$141.57 |
| EPOLYUNIQC'S-2NEG | UNIQC'S NEGATIVE 2' SECTION | POLY 80SHA | \$114.22 |
| EPOLYUNIQC'S-CLAMPF | UNIQC'S CLAMP KIT - FLAT | STEEL BRACKET, CLIP, SCREW, NUT | \$65.00 |
| EPOLYUNIQC'S-CLAMPA | UNIQC'S CLAMP KIT - ANGLED | STEEL BRACKET, CLIP, SCREW, NUT | \$65.00 |
| EPOLYUNIQC'S-1.8POS | UNIQC'S POSITIVE 1'8" SECTION | POLY W/ BACK SHOES | \$237.73 |
| EPOLYUNIQC'S-1.8NEG | UNIQC'S NEGATIVE 1'8" SECTION | POLY 80SHA | \$216.65 |
| EPOLYUNIQC'S-1POS | UNIQC'S POSITIVE 1' SECTION | POLY W/ BACK SHOES | \$146.93 |

TO PLACE AN ORDER CALL 1-800-733-5508



EVOLUTION EDGES (A DIVISION OF CHEMUNG SUPPLY) - NASPO PRICING - CONTINUED

| CARBIDE BLADES - STANDARD TUNGSTEN CARBIDE INSERTS (.635"X.356X1") | | | | |
|---|--|---|--|-------------------------|
| PART # | DESCRIPTION 1 | DESCRIPTION 2 | | 11/6 NASPO PRICE |
| ECBTPSQA-21360 | STD CB3/4X6X36 STANDARD CARBIDE INSERTED BLADE - 36" | STD HWY PUNCH (3-3-12) 2" GAUGE | | \$145.89 |
| ECBTPSQA-21480 | STD CB3/4X6X48 STANDARD CARBIDE INSERTED BLADE - 48" | STD HWY PUNCH (3-3-12) 2" GAUGE | | \$194.52 |
| ECBTPSQA-20607 | STD CB3/4X6X60 STANDARD CARBIDE INSERTED BLADE - 60" | STD HWY PUNCH (3-3-12) 2" GAUGE | | \$243.16 |
| ECBTPSQA-21720 | STD CB3/4X6X72 STANDARD CARBIDE INSERTED BLADE - 72" | STD HWY PUNCH (3-3-12) 2" GAUGE | | \$291.79 |
| ECBTPSQA-22360 | STD CB3/4X6X36 STANDARD CARBIDE INSERTED BLADE - 36" | STD HWY PUNCH (3-3-12) 1.5" GAUGE | | \$145.89 |
| ECBTPSQA-22480 | STD CB3/4X6X48 STANDARD CARBIDE INSERTED BLADE - 48" | STD HWY PUNCH (3-3-12) 1.5" GAUGE | | \$194.52 |
| ECBTPSQA-2604 | STD CB3/4X6X36 STANDARD CARBIDE INSERTED BLADE - 36" | STD HWY PUNCH (3-3-12) 1.5" GAUGE, WITH BEVEL | | \$162.39 |
| ECBTPSQA-2605 | STD CB3/4X6X48 STANDARD CARBIDE INSERTED BLADE - 48" | STD HWY PUNCH (3-3-12) 1.5" GAUGE, WITH BEVEL | | \$216.52 |
| ECBTPSCE-00061 | STD CB 3/4X6X60 STANDARD CARBIDE INSERTED BLADE - 60" | STD HWY PUNCH (3-3-12) 1.5" GAUGE, WITH BEVEL | | \$270.66 |
| ECBTPSQA-2144C | STD CB3/4X6X44C STANDARD CARBIDE INSERTED BLADE - CENTER | 8" PUNCH PATTERN (6-8-8) | | \$178.28 |
| ECBTPSQA-2144E | STD CB3/4X6X44E STANDARD CARBIDE INSERTED BLADE - END | 8" PUNCH PATTERN (2-8-8) | | \$178.28 |

| CARBIDE BLADES - TALL TUNGSTEN CARBIDE INSERTS (.750"X.356X1") | | | | |
|---|--|---|--|-------------------------|
| PART # | DESCRIPTION 1 | DESCRIPTION 2 | | 11/6 NASPO PRICE |
| ECBTPSQA-2618 | STD CB3/4X6X36 TALL CARBIDE INSERTED BLADE - 36" | STD HWY PUNCH (3-3-12) 1.5" GAUGE, 3/4" INSERT | | \$170.25 |
| ECBTPSQA-2619 | STD CB3/4X6X48 TALL CARBIDE INSERTED BLADE - 48" | STD HWY PUNCH (3-3-12) 1.5" GAUGE, 3/4" INSERT | | \$227.00 |
| ECBTPSQA-2660 | STD CB3/4X6X60 TALL CARBIDE INSERTED BLADE - 60" | STD HWY PUNCH (3-3-12) 1.5" GAUGE, 3/4" INSERT | | \$283.75 |
| ECBTPSQA-2672 | STD CB3/4X6X72 TALL CARBIDE INSERTED BLADE - 72" | STD HWY PUNCH (3-3-12) 1.5" GAUGE, 3/4" INSERT | | \$340.49 |
| ECBTPSQA-2606 | STD CB3/4X6X36 TALL CARBIDE INSERTED BLADE - 36" | STD HWY PUNCH (3-3-12) 1.5" GAUGE, 3/4" INSERT, W/BEVEL | | \$186.75 |
| ECBTPSQA-2607 | STD CB3/4X6X48 TALL CARBIDE INSERTED BLADE - 48" | STD HWY PUNCH (3-3-12) 1.5" GAUGE, 3/4" INSERT, W/BEVEL | | \$249.00 |

| COVER BLADES - STANDARD HIGH CARBON 1084 STEEL | | | | |
|---|----------------------|------------------------------|--|-------------------------|
| PART # | DESCRIPTION 1 | DESCRIPTION 2 | | 11/6 NASPO PRICE |
| STEEL THICKNESS & WIDTH (PER FOOT PRICING) | 1/2X6 | ANY LENGTH, ANY PUNCH | | \$8.24/FT |
| | 1/2X8 | | | \$11.28/FT |
| | 5/8X6 | | | \$10.01/FT |
| | 5/8X8 | | | \$13.68/FT |
| | 3/4X6 | | | \$11.62/FT |
| | 3/4X8 | | | \$16.03/FT |
| | 1X8 | | | \$25.35/FT |

TO PLACE AN ORDER CALL 1-800-733-5508

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

- 1. Definitions:** For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.
- 2. Entire Agreement:** This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
- 3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial:** This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.
- 4. Sovereign Immunity:** The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.
- 5. No Employee Benefits For Party:** The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
- 6. Independence:** The Party will act in an independent capacity and not as officers or employees of the State.
- 7. Defense and Indemnity:** The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.
- 8. Insurance:** Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents:
 - (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and
 - (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

**PARTICIPATING ADDENDUM
 NASPO VALUEPOINT
 SNOWPLOW BLADE CUTTING EDGES
 Administered by the State of Vermont (hereinafter "Lead State")**

MASTER AGREEMENT
 Chemung Supply Corp
 Master Agreement No: 29533
 (hereinafter "Contractor")

And

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

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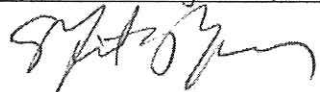
Participating Entity

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

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

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

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

| | |
|---|--|
| Participating State: Maine | Contractor: Chemung Supply |
| By:  | By:  |
| Name: Kevin Scheirer | Name: Mike Manner |
| Title: Director of the Division of Purchases | Title: VP, Winter Operations |
| Date: 8/18/17 | Date: 8/8/17 |

[Additional signatures as required by Participating State]

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
SNOWPLOW BLADE CUTTING EDGES**
Administered by the State of Vermont (hereinafter "Lead State")

MASTER AGREEMENT
Chemung Supply Corp
Master Agreement No: 29533
(hereinafter "Contractor")

And

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

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| | |
|-------------------------------------|--|
| Cooperative Development Coordinator | Tim Hay |
| Telephone | 503-428-5705 |
| E-mail | thay@naspovaluepoint.org |

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

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
SNOWPLOW BLADE CUTTING EDGES
Administered by the State of Vermont (hereinafter "Lead State")**

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Chemung Supply Corp
Master Agreement No: 29533
(hereinafter "Contractor")

And

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

Page 1 of 1

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

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

3. Participating State Modifications or Additions to Master Agreement:

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

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

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

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

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

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

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
SNOWPLOW BLADE CUTTING EDGES**
Administered by the State of Vermont (hereinafter "Lead State")

MASTER AGREEMENT
Chemung Supply Corp
Master Agreement No: 29533
(hereinafter "Contractor")

And

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

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

- ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
- iv. **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.

4. **Lease Agreements:** [Reserved]

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

| <u>Contractor</u> | |
|-------------------|--|
| Name | Mike Menner, Chemung Supply |
| Address | 2420 Corning Road, Elmira, NY 14903 |
| Telephone | 607-733-5506 |
| Fax | 607-732-5379 |
| E-mail | mmenner@chemungsupply.com |