

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000308938
Tenco Industries, Inc.
450 N Main St
Barre VT 05641
United States

Contract ID 0000000000000000000025706	Page 1 of 8
Contract Dates 10/01/2013 to 10/01/2017	Origin CPS
Description: CPS-PLOWS BODIES & SPREADERS	Contract Maximum \$9,999,999.99
Buyer Name Smith, Steven D	Buyer Phone 828-4681
Contract Status Approved	

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SNOW PLOW, BODY AND SPREADER SYSTEM FOR 43,000 GVWR CAB AND CHASSIS.	EA	0.01000	0.00	0.00

LIGHTS AND ACCESSORIES INSTALLATION:

The following lights and accessory equipment shall be installed by the Contractor. Mounting locations shall be approved by VTrans during assembly of the prototype body.

All materials shall be provided by the Contractor unless specifically identified in the attached detailed specifications.

All make/model/part# descriptions are NO SUBSTITUTE. All special materials are identified in paragraph D of the attached detailed specifications.

All connections shall be soldered and heat-shrunk unless otherwise stated. Rotanium adhesive filled 5-2-1 heat shrink tubing or acceptable equal.

Install all marker, stop/tail/directional, backup lights, rear corner, tailgate strobe, sander, conveyor discharge, wing lights, and spray bar lights in accordance with VTrans wiring instructions.

Install 2" wide red/white DOT-C2 reflective tape the length of the lower rail on both sides; upper and lower edges of the tailgate; and the vertical posts of the tailgate.

Required special materials: On the side of each rear post two mounting pins for the rear strobes shall be installed. A rectangular paddle shall be added with the programmable LED strobe, which when installed swings freely, so that no matter what position the dump body is in, the strobe light will remain vertical. The mounting pin will be equipped with a zerk grease fitting. A hole shall be drilled to the front of the mounting pin, and sized for a grommet and a two conductor cable. Central Garage shall approve location.

One sander light and two backup lights with 4-way adjustment Maxima MWL-01.

One conveyor discharge light and one wing light with 4-way adjustment, Maxima MWL-01 and cable to run length of body to hinge point plus extra to make connection in a Truck-lite junction box.

One spray bar light, with 4-way adjustment, Maxima MWL-01, for trucks with anti-ice system.

The following Truck-Lite wire harnesses and lights shall be used for all body marker, stop/tail/directional, and backup lights:

- i. Two 60250R stop/tail lights
- ii. Two DOT approved AMBER lights for front of rub rail(appropriate harness)
- iii. Seven 10250R rear marker lights
- iv. One 10202C number plate light
- v. One 50242, or (50242-0120) RH SST Harness
- vi. One 50243, or (50243-0120) LH SST Harness
- vii. One 50388 ICC Harness
- viii. Two 50374 backup light harnesses
- ix. One 50304 number plate light harness
- x. One 10729 number plate light bracket
- xi. Four 60700 SST grommets
- xii. Four 10700 open back marker grommets
- xiii. Six 10702 closed back marker grommets

One 80888 Truck-Lite plow light set. Connection to be made in a Haldex #BE22010 box, mounted to the plow head frame. Headlight connections shall be greased and enclosed in heat shrink material. Any slack wires shall be secured to the head frame.

Two Whelen 50A03FAD flashing LED lights (part of kit VAOTSY1), connected in the Truck-lite junction box, the cable shall be 3 wire 14 gauge cable (round) and shall have a Whelen #W441D connector on light end.

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Contract Status Approved	

Phone #:

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

One part manual on CD shall be provided covering all the bodies ordered under this contract. Ten paper parts manuals shall also be provided. The manuals are to be delivered to VTrans Central Garage prior to invoicing for the first completed vehicle.

WARRANTY:

A two- year warranty shall be furnished for the complete system.

The warranty shall begin when Central Garage takes final delivery of the completed truck. The warranty shall cover defects occurring in vendor installed components, workmanship and paint system. It will also cover State labor for removal/installation and transportation of defective components.

SINGLE AXLE.

RIGHT HAND OR LEFT HAND

INCLUDES: HITCH, ONE WAY, FRONT MAST, WING, ARMS, REAR MAST, BODY, LIGHTING, AND TARP.

EQUIPMENT PER THE ATTACHED DETAILED SPECIFICATIONS.

BASE PRICE, INCLUDING ALL NON-OPTION ITEMS ABOVE:

TILTING INNER BODY - WITH FRONT PUMP.....\$52,056.31
TILTING INNER BODY - WITH PTO.....\$53,139.31
NON-TILTING INNER BODY - WITH FRONT PUMP.....\$49,811.13
NON-TILTING INNER BODY - WITH PTO.....\$50,894.13

OPTIONS:

PLOW -

ONE-WAY.....\$4335.07
REVERSIBLE, FLEX.....\$8089.55
REVERSIBLE, RIGID.....\$6960.87

WING

10' EDGE.....\$1881.81
11' EDGE.....\$2002.60

REMOTE JOYSTICK.....\$1882.83

LIQUID SYSTEMS

PRE-WET LIQUID SYSTEM W/300 GAL. TANK.....\$5368.34
ANTI-ICE & PRE-WET LIQUID SYSTEM
W/600 GAL. TANK (SINGLE AXLE).....\$8737.12

SHOULDER CHUTE.....\$1668.66
SUMMER CHUTE.....\$ 609.00

HITCH

WITHOUT AIR-TO-REAR.....\$381.64
WITH AIR-TO-REAR.....\$586.67

COAL DOOR.....\$326.83

UPGRADED PTO: \$550/UNIT

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WHELEN WARNING LIGHT UPGRADE: \$3287.70
 CHELSEA PTO (SPEC'D PTO UNAVAILABLE): \$485.00
 PLOW LIGHT UPGRADE: \$97.85
 SEMI-DETACHABLE POST UPGRADE: \$868.32
 ROAD WATCH TEMP SENSOR ADDITION: \$464.75

The following applies to VTrans orders only:

INSPECTION AND DELIVERY:

Vehicles shall be available for inspection throughout the build process, arranged cooperatively by the Vtrans and the Contractor. If out-of-state travel is required, the Contractor shall cover any reasonable travel costs incurred for up to three VTrans staff.

All vehicles shall have the plow and wing installed to check for proper fit and be run through all functions with the plow and wing on. The systems shall be checked for leaks. The fluid levels of all trucks shall be adjusted to 1/2 to 3/4 full on the sight gauge.

Provisions shall be made for a pre-delivery inspection of groups of five (5) vehicles, at the Contractor's local site. The Contractor shall supply an indoor, heated and lighted bay for this inspection. Defects will be identified and corrected prior to delivery.

Trucks shall be delivered to the VTrans Central Garage in Berlin, VT, or to another VTrans facility. The Contractor shall bear all costs of delivery. Alternative delivery arrangements may be made by mutual consent.

It is anticipated that the first chassis will be available to the Contractor by January 15th, 2016, and all subsequent chassis by March 15th, 2016. The complete plow and body systems described herein should be completed and delivered on all trucks by September 15th, 2016.

2		SNOW PLOWS, BODY AND SPREADER SYSTEM FOR 60,000 GVWR CAB & CHASSIS	EA	0.01000	0.00	0.00
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LIGHTS AND ACCESSORIES INSTALLATION:

The following lights and accessory equipment shall be installed by the Contractor. Mounting locations shall be approved by VTrans during assembly of the prototype body.

All materials shall be provided by the Contractor unless specifically identified in the attached detailed specifications.

All make/model/part# descriptions are NO SUBSTITUTE. All special materials are identified in paragraph D of the attached detailed specifications.

All connections shall be soldered and heat-shrunk unless otherwise stated. Rotanium adhesive filled 5-2-1 heat shrink tubing or acceptable equal.

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Install 2" wide red/white DOT-C2 reflective tape the length of the lower rail on both sides; upper and lower edges of the tailgate; and the vertical posts of the tailgate.

Required special materials: On the side of each rear post two mounting pins for the rear strobes shall be installed. A rectangular paddle shall be added with the programmable LED strobe, which when installed swings freely, so that no matter what position the dump body is in, the strobe light will remain vertical. The mounting pin will be equipped with a zerk grease fitting. A hole shall be drilled to the front of the mounting pin, and sized for a grommet and a two conductor cable. Central Garage shall approve location.

One sander light and two backup lights with 4-way adjustment Maxima MWL-01.

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One conveyor discharge light and one wing light with 4-way adjustment, Maxima MWL-01 and cable to run length of body to hinge point plus extra to make connection in a Truck-lite junction box.

One spray bar light, with 4-way adjustment, Maxima MWL-01, for trucks with anti-ice system.

The following Truck-Lite wire harnesses and lights shall be used for all body marker, stop/tail/directional, and backup lights:

- i. Two 60250R stop/tail lights
- ii. Two DOT approved AMBER lights for front of rub rail(appropriate harness)
- iii. Seven 10250R rear marker lights
- iv. One 10202C number plate light
- v. One 50242, or (50242-0120) RH SST Harness
- vi. One 50243, or (50243-0120) LH SST Harness
- vii. One 50388 ICC Harness
- viii. Two 50374 backup light harnesses
- ix. One 50304 number plate light harness
- x. One 10729 number plate light bracket
- xi. Four 60700 SST grommets
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One 80888 Truck-Lite plow light set. Connection to be made in a Haldex #BE22010 box, mounted to the plow head frame. Headlight connections shall be greased and enclosed in heat shrink material. Any slack wires shall be secured to the head frame.

Two Whelen 50A03FAD flashing LED lights (part of kit VAOTSY1), connected in the Truck-lite junction box, the cable shall be 3 wire 14 gauge cable (round) and shall have a Whelen #W441D connector on light end.

MANUALS:

One part manual on CD shall be provided covering all the bodies ordered under this contract. Ten paper parts manuals shall also be provided. The manuals are to be delivered to VTrans Central Garage prior to invoicing for the first completed vehicle.

WARRANTY:

A two- year warranty shall be furnished for the complete system.

The warranty shall begin when Central Garage takes final delivery of the completed truck. The warranty shall cover defects occurring in vendor installed components, workmanship and paint system. It will also cover State labor for removal/installation and transportation of defective components.

TANDEM AXLE

RIGHT HAND OR LEFT HAND, INCLUDES:

HITCH, ONE WAY, FRONT MAST, WING, ARMS, REAR MAST, BODY, LIGHTING, AND TARP.

EQUIPMENT PER THE ATTACHED DETAILED SPECIFICATIONS.

BASE PRICE, INCLUDING ALL NON-OPTION ITEMS ABOVE:

NON-TILTING INNER BODY - WITH FRONT PUMP.....\$53,037.81
 NON-TILTING INNER BODY - WITH PTO.....\$54,120.82

OPTIONS:

PLOW -

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ONE-WAY.....\$4335.07
REVERSIBLE, FLEX.....\$8089.55
REVERSIBLE, RIGID.....\$6960.87

WING

10' EDGE.....\$1881.81
11' EDGE.....\$2002.60

REMOTE JOYSTICK.....\$1882.83

LIQUID SYSTEMS

PRE-WET LIQUID SYSTEM W/300 GAL. TANK.....\$5368.34
ANTI-ICE & PRE-WET LIQUID SYSTEM
W/1200 GAL. TANK (TANDEM AXLE).....\$9426.31

SHOULDER CHUTE.....\$1668.66
SUMMER CHUTE.....\$ 609.00

HITCH

WITHOUT AIR-TO-REAR.....\$381.64
WITH AIR-TO-REAR.....\$586.67

COAL DOOR.....\$326.83

UPGRADED PTO: \$550/UNIT

WHELEN WARNING LIGHT UPGRADE: \$3287.70
CHELSEA PTO (SPEC'D PTO UNAVAILABLE): \$485.00
PLOW LIGHT UPGRADE: \$97.85
SEMI-DETACHABLE POST UPGRADE: \$868.32
ROAD WATCH TEMP SENSOR ADDITION: \$464.75

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CONTRACT TERMS AND ADDITIONAL INFORMATION

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STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010, VAOT- CENTRAL GARAGE, SNOWPLOW AND SPREADER BODY SPECIFICATIONS FOR 43,000# AND 60,000# GVWR TRUCKS DATED SEPTEMBER 25, 2013 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

SCOPE: TO PROVIDE SNOWPLOWS AND SPREADER BODIES FOR 43,000# AND 60,000# GVWR CAB & CHASSIS.

CONTRACT TERM: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE MONTHS (12) MONTHS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE MONTH PERIODS.
 TERMS: NET 30 DAYS

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.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE BELOW. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
- REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
- REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
- REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

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Contract Status Approved	

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THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR SNOWPLOW AND SPREADER BODIES ISSUED SEPTEMBER 10, 2013 AND VENDOR'S RESPONSE DATED OCTOBER 1, 2013.

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.

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.

CONTRACTOR'S CONTACT INFORMATION:
GREG MURRAY
TELEPHONE: 802-735-3588
FAX: 802-476-1003
EMAIL: GREGM@TENCONENEWENGLAND.COM

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

10/27/2014 - AMENDMENT #01

THE FOLLOWING CHANGES ARE INCORPORATED INTO THIS CONTRACT AMENDMENT #01:

CONTRACT EXTENDED FOR A ONE YEAR PERIOD TO OCTOBER 1, 2015 WITH A 1.5% INCREASE ON ALL PRICES.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

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.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

10/15/2015 - AMENDMENT #02

THE FOLLOWING CHANGES ARE INCORPORATED INTO THIS CONTRACT AMENDMENT #02:

THE STATE IS HEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR AN ADDITIONAL TWO YEAR TERM TO 10/1/2017 AT THE SAME PRICES, TERMS AND CONDITIONS WITH THE FOLLOWING EXCEPTIONS:

THE FOLLOWING ITEMS HAVE BEEN INCORPORATED INTO THE CONTRACT:

1. WHELEN WARNING LIGHT UPGRADE \$3287.70
2. CHELSEA PTO (SPEC'D PTO UNAVAILABLE) \$485.00
3. PLOW LIGHT UPGRADE \$97.85
4. SEMI-DETACHABLE POST UPGRADE \$868.32

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5.		ROAD WATCH TEMP SENSOR ADDITION		\$464.75		

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/01/15 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

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.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME FOR AN ADDITIONAL TWO YEARS.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____