

**State of Vermont**

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

**CONTRACT**



**Vendor ID 0000282576**  
**Howard P Fairfield, LLC**  
**254 Wilkins St**  
**Morrisville VT 05661**  
**United States**

<b>Contract ID</b> 0000000000000000000027482		Page 1 of 5
<b>Contract Dates</b> 08/26/2014 to 08/26/2016		<b>Origin</b> CPS
<b>Description:</b> CPS - PLOW SHOES		<b>Contract Maximum</b> \$999,999.00
<b>Buyer Name</b> Smith, Steven D	<b>Buyer Phone</b> 828-4681	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		SNOW PLOW SHOE, PART #48-999-011, MFR: BIBBY STE. CROIX # G7096, WEIGHT: 53 LBS.  DELIVERY ARO: 30 DAYS	EA	66.00000	0.00	0.00
2		SNOW PLOW WING SHOE, PART #48-999-002, G5314, MFR: BIBBY STE. CROIX, WEIGHT: 24 LBS  DELIVERY ARO: 30 DAYS	EA	28.00000	0.00	0.00
3		SNOW PLOW WING SHOE, PART #48-999-003, MFR: BIBBY STE. CROIX # G5315, WEIGHT: 24 LBS.  DELIVERY ARO: 30 DAYS	EA	28.00000	0.00	0.00
4		SNOW PLOW PUSHFRAME SHOE ELEVEN FOOT ONE WAY PLOW PART #48-999-001., MFR: BIBBY STE. CROIX # GV-5VT, WEIGHT: 92 LBS  DELIVERY ARO: 30 DAYS	EA	72.00000	0.00	0.00
5		REVERSIBLE FRAME SHOE, PART #48-999-012., MFR. BIBBY STE. CROIX # 0004-7-7, WEIGHT: 49 LBS.  DELIVERY ARO: 30 DAYS	EA	42.00000	0.00	0.00
6		WELDED WING SHOE, 10 DEG. GC#ST-410, WEIGHT: 30 LBS  MFR: PNS DELIVERY ARO: 30 DAYS	EA	40.00000	0.00	0.00
7		WELDED WING SHOE, 20 DEG. GC#ST-420, WEIGHT: 30 LBS  MFR: PNS LTD DELIVERY ARO: 30 DAYS	EA	40.00000	0.00	0.00
8		CAST WING SHOE (CAN BE USED AS 10 OR 20 DEG), WEIGHT: 31.2 LBS. BIBBY STE CROIX 9B0693  DELIVERY ARO: 30 DAYS	EA	28.00000	0.00	0.00
9		NOSE PIECE, EVOLUTION EDGES #ST-850. WEIGHT: 16 LBS.  DELIVERY ARO: 30 DAYS	EA	33.00000	0.00	0.00

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10		NOSE SHOE, STEEL, VIKING 1-WAY 2-1/4 CENTERS, EVOLUTION EDGES #ST-800, 71 Degree angle.  DELIVERY ARO: 30 DAYS	EA	27.00000	0.00	0.00
11		NOSE SHOE, STEEL, VIKING 1-WAY 2-1/4 CENTERS, EVOLUTION EDGES #ST-800N, 65 Degree angle.  DELIVERY ARO: 30 DAYS	EA	27.00000	0.00	0.00
12		NOSE SHOE, STEEL, FOR EVEREST 1-WAY, 2 & 2-1/2" CENTER, EVOLUTION EDGES #ST-880. WEIGHT: 10 LBS.  DELIVERY ARO: 30 DAYS	EA	27.00000	0.00	0.00
13		NOSE SHOE, STEEL, TENCO PRE-84, 2 & 2-1/2" CENTER, EVOLUTION EDGES #ST-840, WEIGHT: 10 LBS.  DELIVERY ARO: 30 DAYS	EA	27.00000	0.00	0.00
14		SHOE, 12" PUNCH, BIBBY STE. CROIX #0004-7-21 - WEIGHT: 31.3 LBS  DELIVERY ARO: 30 DAYS	EA	27.00000	0.00	0.00
15		SHOE, 8" PUNCH, BIBBY STE. CROIX #GC-34, WEIGHT: 25.8 LBS  DELIVERY ARO: 30 DAYS	EA	22.00000	0.00	0.00
16		SHOE, BIBBY STE. CROIX #GC-5 WEIGHT: 61.2 LBS  DELIVERY ARO: 30 DAYS	EA	50.00000	0.00	0.00
17		FRINK MOLDBOARD SHOE, REPLACES FRINK PART #F8-PP0179, FITS 8" & 12" PUNCH, WEIGHT: 17 LBS. EVOLUTION EDGES #ST-620  DELIVERY ARO: 30 DAYS	EA	43.00000	0.00	0.00
18		FRINK NOSEPIECE, FRINK PART #541R, WEIGHT: 11.75 LBS, EVOLUTION EDGES #ST-700  DELIVERY ARO: 30 DAYS	EA	25.00000	0.00	0.00

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Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
19		FRINK NOSEPIECE, FRINK PART #004-6-4, FITS MODEL #640 PLOWS, WEIGHT: 11 LBS. PNS LTD #0004-6-4.	EA	25.00000	0.00	0.00
DELIVERY ARO: 30 DAYS						
20		GOOD ROADS FRAME SHOE, GOOD ROADS PART #GRI-PP0023, WEIGHT: 30 LBS. MFR: EVOLUTION EDGES #ST-915	EA	90.00000	0.00	0.00
DELIVERY ARO: 30 DAYS						
21		HEAVY DUTY UNIVERSAL CURB SHOE, FITS ALL MAKES AND MODEL PLOWS, WEIGHT: 15 LBS, PNS LTD #ST-1595	EA	45.00000	0.00	0.00
DELIVERY ARO: 30 DAYS						

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

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

SCOPE OF CONTRACT: TO PROVIDE SNOW PLOW SHOES TO THE VERMONT AGENCY OF TRANSPORTATION.

CONTRACT TERM: AUGUST 26, 2014 TO AUGUST 26, 2016, WITH OPTION TO EXTEND FOR TWO ADDITIONAL ONE YEAR PERIODS.

ITEMS ORDERED FROM THIS CONTRACT WILL BE SHIPPED F.O.B. DELIVERED TO ANY LOCATION WITHIN VERMONT.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JUNE 9, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

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.

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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

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.

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.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:  
[http://www.bgs.state.vt.us/forms/bgs\\_surveys/index.php?type=customer&action=customer](http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer)

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

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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: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_