

Vermont Participating Addendum: No. 42865 with CNH Industrial America LLC d/b/a CASE Construction

Master Agreement: Oklahoma NASPO ValuePoint Cooperative Purchasing Program Number OK-SW-192 for Construction Equipment

1. **Parties.** This Agreement is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (“State”), and Beaugard Equipment Inc, a corporation with a principal place of business at Scarborough ME (“Contractor”). 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. **Scope.** Contractor shall fulfill orders in accordance with the terms and conditions set forth in the State’s Participating Addendum and associated Master Agreement identified above which are hereby incorporated by reference as if specifically set forth herein. This Agreement enables direct payment by the State to the Contractor and shall constitute the requisite written approval of the State for Contractor to perform as a subcontractor to the primary vendor under the Participating Addendum.

3. **Maximum Amount and Payment Terms.** Amounts payable hereunder shall not exceed 1,000,000.00 The foregoing maximum amount is not a guaranteed amount. Invoicing and payments shall be in accordance with the payment terms and pricing set forth in the Participating Addendum and Master Agreement. Invoices shall include the State Contract Number for this Agreement (appearing in the top right corner of this page) in addition to the Participating Addendum Number for the products and the Purchase Order Number(s) for which the invoice is being submitted.

4. **Contract Term.** The period of contractor’s performance shall begin on November 29, 2021, and end upon expiration or termination of the Participating Addendum, unless terminated earlier in accordance with the terms of this Agreement.

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

7. **Termination for Convenience.** The State may terminate or suspend this Agreement at any time by giving written notice at least fifteen (15) days in advance.

8. **“Standard State Provisions for Contracts and Grants”** revised December 15, 2017 constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to Contractor and to the purchase of all goods and services made under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

9. **Non-Warranty Parts and Repair Services** - Should a Purchasing Entity require parts and/or repair services that are not covered by a warranty, Contractor agrees to furnish such parts and services in accordance with the rates set forth below:

- a. **Parts Pricing** - Contractor shall provide its full catalog of replacement parts for any CASE manufactured machine, at: 5% discount off of Dealer list price on any CASE parts.
- b. **Service** – Contractor shall provide labor at the following rates:
 - i. **Service labor rates:**
 1. In-shop repair is \$138.00 per hour.
 2. Field service repairs \$148.00 per hour plus \$3.00 per mile for Road Service Truck
- c. **Transport** - if/when it may be needed to bring equipment that’s past warranty, from worksites to Contractor’s shop and then back to worksites is: \$130.00 per hour.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By: Beauregard Equipment Inc

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer Fitch

Name: _____

Title: Commissioner - Buildings and

General Services

Title: _____