

Vermont Participating Addendum: No. 42866 CNH Industrial America LLC d/b/a New Holland Corporate of North America

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 Champlain Valley Equipment, a corporation with a principal place of business at 2108 US-5 Derby VT (“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 rate set forth below:

- a. **Parts Pricing:** Contractor shall provide its full catalog of replacement parts for any Bobcat manufactured machine at the following rates:
 - i. 18% over dealer net
 - ii. Orders placed on CVE stock orders will have no freight charges

- iii. Special order parts orders will incur actual freight and handling fees as billed from our Vendors
- iv. Planned Parts Orders - PPO's may be eligible for delivery to requested locations

b. **Service labor rates:** Contractor shall provide labor for service or repair at the following rates:

- i. \$102 per hour labor cost for any technician

c. **Service Call Fee:**

- i. \$40 service call fee to dispatch our service trucks to machine location
- ii. EST Fee (Electronic Service Tool) - Connection Fee for diagnostics \$25.00
- iii. Shop Supplies Fee - 2% of the work order total may be billed on each work order
- iv. EIF - Environmental Impact Fee - 1% of the work order may be billed on each work order
- v. A/C Connection Fee - \$25 for connection of Air Conditioning service equipment

d. **Transport** – Contractor shall provide transport of equipment, when and if such transport is needed for service or repair, if such service or repair is not covered by warranty, from the State’s worksite to Contractor’s nearest shop capable of performing the needed work, and then back to the State’s work site, at the following rates:

- i. \$100 per hour charged for transport on a CVE rollback truck
- ii. \$125 per hour charged for transport on a CVE tractor trailer vehicle

e. **Warranty Coverage:** Contractor will not charge for service calls or transport when all of the machine criteria below are met:

- i. Under factory standard warranty or factory extended warranty
- ii. Machine must have been purchased from CVE
- iii. Machine must be within 50 miles of CVE facility

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By Champlain Valley Vermont

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Jennifer Fitch

Name: _____

Title: Commissioner of Building & General Services

Title: _____